

**Continental Western Group®**  
**| a Berkley Company**

Named Insured and Address	Agent Name, Address, Phone
Schicker Automotive Group c/o Schicker Ford of St Louis      3300 S Kingshighway Blvd Saint Louis MO 63139	Missouri General Insurance Agency Inc 1227 Fern Ridge PKWY St Louis MO 63141  (314)432-6464

Policy No.	Issued by
3221921 - 20	Union Insurance Company
	Mailing Address: PO Box 1594 Des Moines, IA 50306-1594

Thank you for selecting Continental Western Group® (CWG®) as your insurance provider. We are committed to satisfying the needs of our policyholders and independent agents, and will strive to exceed your service expectations.

CWG offers a broad array of commercial insurance products for businesses in 13 states from the Rocky Mountains to the Great Lakes. Our goal is to be the strong, local and trusted choice for independent insurance agents and customers.

**STRONG**

Our local knowledge and expertise is combined with the global strength of Berkley. Continental Western Group® is an operating unit of Berkley, the worldwide insurance and reinsurance operations of W. R. Berkley Corporation and a leading provider of commercial lines property and casualty insurance and reinsurance. All rated insurance company members of Berkley are assigned A+ (Superior) Financial Strength ratings by A.M. Best Company, Inc®.

**LOCAL**

In addition to five local offices, many field staff work throughout our territory. You'll find us living and operating in the same communities as our customers and available when we're needed most. Such local presence provides us in-depth understanding of the businesses and communities we insure.

**TRUSTED**

Our team of insurance underwriters, claims representatives and risk services consultants are well prepared to serve your business insurance needs. With years of industry experience and training, you benefit from our team's expertise. Be confident that CWG understands your business, as business is our only focus.

In witness whereof, the following company or companies, when shown as Issuing Company on any Policy Declarations included herewith, have caused such policies to be executed and attested, but such policies shall not be valid unless countersigned by a duly authorized representative of the respective company, if required by state law.

**ACADIA INSURANCE COMPANY**

A stock company domiciled in Bedford, New Hampshire

**CONTINENTAL WESTERN INSURANCE COMPANY**

A stock company domiciled in Urbandale, Iowa

**FIREMEN'S INSURANCE COMPANY OF WASHINGTON, D.C.**



A stock company domiciled in Wilmington, Delaware

**TRI-STATE INSURANCE COMPANY OF MINNESOTA**

A stock company domiciled in Urbandale, Iowa

**UNION INSURANCE COMPANY**

A stock company domiciled in Urbandale, Iowa

  
\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
President

MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

## DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD:	PHONE:
Missouri General Insurance Agency Inc	(314)432-6464

1227 Fern Ridge PKWY  
St Louis MO, 63141

## INSURED:

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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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- 2 . Name of Insurance Company and policy number for each vehicle involved.

Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE  
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3221921-20	05/18/2019	05/18/2020
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DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
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COMPANY NUMBER	COMPANY	
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POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

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(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
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24 Hour Claim Reporting  
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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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24 Hour Claim Reporting  
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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
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COMPANY NUMBER	COMPANY	
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POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
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DEALER VEHICLE

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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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Obtain the following information:

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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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COMPANY NUMBER 098-10804  
COMPANY Union Insurance Company  
POLICY NUMBER 3221921-20  
EFFECTIVE DATE 05/18/2019  
EXPIRATION DATE 05/18/2020  
YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:

Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
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AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEH. FOR PRODUCTION ON DEMAND

MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
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POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
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Obtain the following information:

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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

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IN CASE OF ACCIDENT: Report all accidents to your Agent/Company soon as possible.  
Obtain the following information:

- 1 . Name and address of each driver, passenger and witness.
- 2 . Name of Insurance Company and policy number for each vehicle involved.

Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE  
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INSURED:  
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DEALER VEHICLE

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1227 Fern Ridge PKWY  
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INSURED:  
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24 Hour Claim Reporting  
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(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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Obtain the following information:

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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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INSURED:  
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Obtain the following information:

- 1 . Name and address of each driver, passenger and witness.
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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COMPANY NUMBER	COMPANY	
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3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
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- 2 . Name of Insurance Company and policy number for each vehicle involved.

Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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3221921-20	05/18/2019	05/18/2020
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DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
DEALER VEHICLE		

AGENCY/COMPANY ISSUING CARD:	PHONE:
Missouri General Insurance Agency Inc	(314)432-6464
1227 Fern Ridge PKWY	
St Louis MO, 63141	

INSURED:

Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
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3221921-20	05/18/2019	05/18/2020
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DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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Obtain the following information:

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- 2 . Name of Insurance Company and policy number for each vehicle involved.

Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE  
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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
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24 Hour Claim Reporting  
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POLICY NUMBER 3221921-20  
EFFECTIVE DATE 05/18/2019  
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YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:

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DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEH. FOR PRODUCTION ON DEMAND

MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

COMPANY NUMBER	COMPANY	
098-10804	Union Insurance Company	
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Obtain the following information:

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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

COVERAGE PROVIDED BY THIS POLICY MEETS THE MIN. LIABILITY LIMITS PRESCRIBED BY LAW  
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEH. FOR PRODUCTION ON DEMAND

MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
(COMMERCIALLY INSURED)

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Claim Reporting: PO Box 1594, Des Moines, IA 50306-1594

24 Hour Claim Reporting  
866-232-6724

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MISSOURI AUTOMOBILE INSURANCE IDENTIFICATION CARD  
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COMPANY NUMBER 098-10804  
COMPANY Union Insurance Company  
POLICY NUMBER 3221921-20  
EFFECTIVE DATE 05/18/2019  
EXPIRATION DATE 05/18/2020  
YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:

Schicker Automotive Group  
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24 Hour Claim Reporting  
866-232-6724

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COMPANY NUMBER	COMPANY	
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POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
3221921-20	05/18/2019	05/18/2020
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER

DEALER VEHICLE

AGENCY/COMPANY ISSUING CARD: PHONE:  
Missouri General Insurance Agency Inc (314)432-6464  
1227 Fern Ridge PKWY  
St Louis MO, 63141

INSURED:  
Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139

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866-232-6724

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ANY PART OF YOUR INSURANCE POLICY OR BOND.















Schicker Automotive Group  
CPA 3221921-20  
05/18/2019

CL PN 01 47 01 15

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy is affected as follows:

For property located in standard fire policy states, there are state statutory exceptions covering certain fire losses if you decline coverage for "acts of terrorism" defined under the Act. If an "act of terrorism" certified under the Act results in fire, we are required to pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property and is subject to any limitations of any terrorism exclusion, or inapplicability or omission of a terrorism exclusion. This notice does not serve to create coverage for any loss which would otherwise be excluded under your policy.

The portion of your premium that is attributable to coverage for direct loss or damage that is caused by an "act of terrorism" certified under the act and where fire ensues is \$ 0 and does not include any charges for the portion of losses covered by the United States Government under the Act. Note, this premium is applied to your policy regardless if you accept or decline coverage for "acts of terrorism" below.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act for acts of terrorism as defined by the Act for a prospective premium of \$ <u>506</u> (including the fire following premiums above.)
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Union Insurance Company  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CPA 3221921 - 20  
Quotation/ Policy Number

\_\_\_\_\_  
Date

**Schicker Automotive Group**  
**CPA 3221921-20**  
**05/18/2019**

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM**  
**INSURANCE COVERAGE**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events.

Under the formula, for calendar year 2014, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is \$ 506 and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Union Insurance Company  
Policy Number: CPA 3221921 - 20

## PRIVACY NOTICE

Union Insurance Company (the "Company"), a member company of the W.R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms "us," "we," or "our." This notice describes our privacy policy and describes how we treat the nonpublic personal information about our customers that we receive from them ("Information").

### **Why We Collect and How We Use Information.**

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain, or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

### **How We Collect Information.**

Most Information collected by us is provided by you or your insurance agent or broker to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

### **Information We Disclose**

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer information, salaries, etc. (ii) Information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

### **To Whom We Disclose Information**

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or broker, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies, (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

### **How We Protect Information**

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

### **Correction and Access to Information**

Upon our receipt of your written request to us at P.O. Box 1594, Des Moines, IA 50306-1594, we will, generally, make available Information for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

### **Requirements for Privacy Notice**

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at P.O. Box 1594, Des Moines, IA 50306-1594.

Adopted: June 1, 2001

B IL DS 00 09 07

**Issuing Company:** Union Insurance Company, 11201 Douglas Ave, Des Moines, IA 50306-1594  
**Claim Handling Office:** P.O. Box 1594, Des Moines, IA 50306-1594; 800-235-2942  
**After Hours Claim Reporting:** 866-232-6724  
**Underwriting Servicing Office:** 11201 Douglas Avenue, Urbandale, IA 50322; 800-235-2942

## COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

### New Business

**Policy No.:** CPA 3221921 - 20

Billing Method: Direct Bill

Previous Policy No.: -

Payment Plan: MA

**Named Insured Name and Address**

Schicker Automotive Group  
 c/o Schicker Ford of St Louis  
 3300 S Kingshighway Blvd  
 Saint Louis, MO 63139

☒ See Schedule of Named Insureds**Agency Name and Address**

41340

(314)432-6464  
 Missouri General Insurance Agency Inc  
 1227 Fern Ridge PKWY  
 St Louis, MO 63141

**POLICY PERIOD**

Policy Period: From 05/18/2019 to 05/18/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

**Business Description:** Automobile Sales**Form of Business:** Corporation

IN RETURN FOR YOUR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE  
 AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS  
 INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	Premium
Commercial Property Coverage Part	\$ 34,101.00
Commercial General Liability Coverage Part	\$ 500.00
Auto Dealers Coverage Part	\$ 247,714.00
<b>TOTAL:</b>	<b>\$ 282,315.00</b>

**FORMS APPLICABLE TO ALL COVERAGE PARTS***See attached "Schedule of Forms and Endorsements"*

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGES  
 FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned: \_\_\_\_\_  
 (Date)

By: \_\_\_\_\_  
 (Authorized Representative)

CL LOC 09 08

## LOCATION SCHEDULE

Location # 1	3300 S Kingshighway Blvd St. Louis, MO 63139
Location # 2	4161 Gravois Ave St. Louis, MO 63116-3519
Location # 3	4132 Gravois Ave St. Louis, MO 63116-3520
Location # 4	4101 Chippewa St St. Louis, MO 63116-3614
Location # 5	3296 S Kingshighway Blvd St. Louis, MO 63116
Location # 6	1501 N Kingshighway Cape Girardeau, MO 63701
Location # 7	1502 N Kingshighway St Cape Girardeau, MO 63701
Location # 8	825 E Jackson Blvd Jackson, MO 63755-2431
Location # 9	5824 MO-100 Washington, MO 63090-4950
Location # 10	2010 Camp St Washington, MO 63090-5306
Location # 11	560 State Hwy 47 Union, MO 63084
Location # 12	10250 W Florissant Ave St. Louis, MO 63136-2106
Location # 13	2245 S Kingshighway Blvd St. Louis, MO 63110
Location # 14	1301 Gravois Rd High Ridge, MO 63049
Location # 15	4822 Fyler Ave St. Louis, MO 63116
Location # 16	4800 Parker Ave St. Louis, MO 63116-2008
Location # 17	4830 Parker Ave St. Louis, MO 63116
Location # 18	4843 Parker Ave St. Louis, MO 63116-3702

CL LOC 09 08

Location # 19            4843 Fairview Ave  
                                 St. Louis, MO 63116

Location # 20            4827 Fairview Ave  
                                 St. Louis, MO 63116

CL IL FS 01 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**Policy Number: **CPA 3221921 - 20****SCHEDULE OF FORMS AND ENDORSEMENTS**

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

**Commercial Common Policy**

<b><u>State*</u></b>	<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
ALL	B IL DS 00	09-2007	Commercial Lines Policy Common Policy Declarations
ALL	CL IL 99 21	04-2013	Extended Named Insured
ALL	CL IL FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CL IL SP 01	01-2017	CWG Signature Page
ALL	CL LOC	09-2008	Location Schedule
ALL	IL 00 17	11-1998	Common Policy Conditions

**Commercial Auto Coverage Part**

<b><u>State*</u></b>	<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
ALL	IL 00 03	09-2008	Calculation of Premium
ALL	IL 00 21	09-2008	Nuclear Energy Liability Exclusion Endorsement - Broad Form

**Commercial General Liability Coverage Part**

<b><u>State*</u></b>	<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
ALL	IL 00 03	09-2008	Calculation of Premium
ALL	IL 00 21	09-2008	Nuclear Energy Liability Exclusion Endorsement - Broad Form
ALL	IL 02 74	02-2013	Missouri Changes - Cancellation and Nonrenewal
ALL	IL 09 90	01-2015	Missouri - Disclosure Pursuant to Terrorism Risk Insurance Act

**Commercial Property Coverage Part**

<b><u>State*</u></b>	<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
ALL	IL 00 03	09-2008	Calculation of Premium
ALL	IL 01 01	11-2013	Missouri Changes
ALL	IL 02 74	02-2013	Missouri Changes - Cancellation and Nonrenewal
ALL	IL 09 52	01-2015	Cap on Losses From Certified Acts Of Terrorism
ALL	IL 09 90	01-2015	Missouri - Disclosure Pursuant to Terrorism Risk Insurance Act
ALL	UW 00 31	12-2004	Coinsurance Penalty Policy Stuffer

*\*When the word "ALL" appears in the state column, the form applies to all states on the policy.*



## **SCHEDULE OF NAMED INSUREDS**

This endorsement applies to all Coverage Parts included in this policy.

Wherever described in the policy, the Named Insured is extended to incorporate the following Named Insured(s):

Auto Buy Credit Sales  
Ford Groves Jackson  
Fred A Groves Motor Company  
DBA Ford Groves Lincoln  
McMahon Ford Company  
DBA Schicker Ford of St Louis  
McMahon Ford Company Inc  
DBA Schicker Ford of St Louis & Chippewa Auto Leasing  
DBA Schicker Preowned Super Center  
Schicker Chrysler Dodge Jeep Ram of Washington  
Schicker Ford of St Louis  
Schicker Ford Pre Owned  
Schicker Quicklane  
Washington Square Investments  
DBA Schicker Chrysler Dodge Jeep Ram of Washington

IL 00 03 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
CAUSES OF LOSS FORM – FARM PROPERTY  
COMMERCIAL PROPERTY COVERAGE PART  
FARM LIABILITY COVERAGE FORM  
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS  
LIVESTOCK COVERAGE FORM  
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

**A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the terms Coverage Form and Coverage Part in this endorsement are replaced by the term Policy.

**B.** If partial loss ("loss") or damage to Covered Property is caused by or results from fire, Paragraph **a.**, of the **Loss Payment** Loss Condition is replaced by the following:

### **LOSS PAYMENT**

In the event of partial loss ("loss") or damage caused by or resulting from fire, and covered by this Coverage Part, at your option, we will either:

1. Pay you an amount of money equal to the damage done; or
2. Repair the damage, so that the property is in as good a condition as before the fire.

But we will not pay more than the Limit of Insurance.

**C.** The following provision replaces:

1. Paragraph **c.** of the **Loss Payment** Loss Condition in the Commercial Property Coverage Part;
2. Paragraph **d.** of the **Loss Payment** Loss Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions and Paragraph **c.** of the **Loss Payment** Loss Condition in the Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form; and

**3.** Paragraph **c.** of the **Loss Payment** Loss Condition in the Capital Assets Program (Output Policy) Coverage Part:

In the event of loss ("loss") or damage covered under this Coverage Part, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

1. Accept your claim;
2. Deny your claim; or
3. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason(s) why more time is needed.

If we have not completed our investigation, we will notify you again in writing, within 45 days after the date the initial notice is sent informing you that we need more time to determine whether your claim should be accepted or denied and thereafter every 45 days. The written notice shall state why more time is needed to investigate your claim.

- D. Except as provided in E. below, the **Appraisal Loss Condition** is replaced by the following:

**APPRAISAL**

If we and you disagree on the value of the property or the amount of loss ("loss"), either may make written demand for an appraisal of the loss ("loss"). In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, upon your or our request, an umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

- E. The **Appraisal Condition** in:

1. Business Income (And Extra Expense) Coverage Form **CP 00 30**;
2. Business Income (Without Extra Expense) Coverage Form **CP 00 32**; and
3. Capital Assets Program Coverage Form (Output Policy), **OP 00 01**, Paragraph **A.7. Business Income And Extra Expense**;

is replaced by the following:

**APPRAISAL**

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, upon your or our request, an umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers will state separately the amount of Net Income and operating expense or the amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

- F. The **Legal Action Against Us Condition** is replaced by the following:

**LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 10 years after the date on which the direct physical loss ("loss") or damage occurred.

- G. Paragraph F. above does not apply to the:

1. **Legal Action Against Us Loss Condition** in the Legal Liability Coverage Form;
2. **Legal Action Against Us Condition** applicable to Coverages **C** and **D** in the Mortgageholders Errors And Omission Coverage Form; or
3. **Legal Action Against Us Loss Condition** in the Farm Liability Coverage Form.



#### H. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply, subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent, provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
  - b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

    - (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or
    - (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

- I. For the Commercial Property Coverage Part, the following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:
  1. We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and the loss arose out of domestic violence. Such coverage will be provided only if the innocent co-insured files a police report and completes a sworn affidavit indicating both:
  - a. The cause of the loss; and
  - b. A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.
3. If we pay a claim pursuant to Paragraph **I.2.**, our payment to the innocent co-insured will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss for which the innocent co-insured has received payment. In no event will we pay more than the Limit of Insurance.

#### J. The Intentional Loss Exclusion in the Causes Of Loss Form – Farm Property, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:

1. We will not pay for loss ("loss") or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss ("loss").

In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").
2. However, this exclusion will not apply to deny coverage to an innocent co-"insured" who did not cooperate in or contribute to the creation of the loss ("loss"), provided the loss ("loss") is otherwise covered under this Coverage Form and the loss ("loss") arose out of domestic violence. Such coverage will be provided only if the innocent co-"insured" files a police report and completes a sworn affidavit indicating both:
  - a. The cause of the loss ("loss"); and
  - b. A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss ("loss").



3. If we pay a claim pursuant to Paragraph **J.2.**, our payment to the innocent co-"insured" will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss ("loss") for which the innocent co-"insured" has received payment. In no event will we pay more than the Limit of Insurance.

**K. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Loss Condition:**

If we pay an innocent co-"insured" for loss ("loss") arising out of an act of domestic violence by another "insured", the rights of the innocent co-"insured" to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss ("loss"), the innocent co-"insured" may not waive such rights to recover against the abuser.

**L. Paragraph K. above does not apply to the Transfer Of Rights Of Recovery Against Others To Us Loss Condition in the Farm Liability Coverage Form.**

**M. The following is added with respect to the Additional Coverages of Debris Removal and Pollutant Clean Up And Removal, and relates only to the requirement to report expenses to us within 180 days of the specified occurrence:**

If you fail to report the expenses to us within the 180-day time frame, such failure will not invalidate a claim under Debris Removal or Pollutant Clean Up And Removal unless such failure operates to prejudice our rights.

**N. When the:**

1. Replacement Cost Optional Coverage in the Commercial Property Coverage Part;
2. **Valuation** Loss Condition in the Capital Assets Program (Output Policy);
3. Coverage **A Valuation** Loss Condition in the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form; or
4. **Valuation – Property Other Than Improvements And Betterments** Loss Condition in the Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form;

applies, the following is added with respect to these provisions and relates only to the requirement to notify us of your intent to submit an additional claim (for the difference between the actual cash value and replacement cost) within 180 days after the loss or damage occurs:

If you fail to notify us of your intent within the 180-day time frame, such failure will not invalidate the claim unless such failure operates to prejudice our rights.

**O. For the Capital Assets Program (Output Policy) Coverage Part, the following exclusion and related provisions are added to Paragraph C.2. Exclusions:**

1. We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and the loss arose out of domestic violence. Such coverage will be provided only if the innocent co-insured files a police report and completes a sworn affidavit indicating both:

- a. The cause of the loss; and
- b. A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

3. If we pay a claim pursuant to Paragraph **O.2.**, our payment to the innocent co-insured will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss for which the innocent co-insured has received payment. In no event will we pay more than the Limit of Insurance.

**P. The Transfer Of Your Rights And Duties Under This Policy** Common Policy Condition is replaced by the following:

**1. Transfer By Beneficiary Deed**

If you convey real property insured under this policy to a person (known as a grantee beneficiary) designated under a beneficiary deed, which has been properly recorded prior to your death, that person will have your rights and duties with respect to the insured real property, but only for the period from the date of your death until the first of the following occurs:

- a. A period of 30 days from the date of your death;

- b. The date that alternative coverage is obtained on your property; or
- c. The end of the policy period as shown in the Declarations.

**2. Transfer By Other Means Following Death**

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property. Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.
- B.** With respect to the:
- Commercial General Liability Coverage Part
  - Commercial Property – Legal Liability Coverage Form **CP 00 40**
  - Commercial Property – Mortgageholders Errors And Omissions Coverage Form **CP 00 70**
  - Crime And Fidelity Coverage Part
  - Employment-Related Practices Liability Coverage Part
  - Equipment Breakdown Coverage Part
  - Farm Liability Coverage Form
  - Liquor Liability Coverage Part
  - Pollution Liability Coverage Part
  - Products/Completed Operations Liability Coverage Part
  - Medical Professional Liability Coverage Part;

the following **Cancellation** and **Nonrenewal** Provisions apply:

Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
- a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b.** 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1)** Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (2)** Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

- (3) We become insolvent; or
- (4) We involuntarily lose reinsurance for this policy;
- c. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **Nonrenewal**

The following is added and supersedes any provision to the contrary:

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **C. With respect to the:**

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form

Farm – Livestock Coverage Form

Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

Paragraphs 1., 2., 3., 4. and 6. of the **Cancellation** Common Policy Condition are replaced by the following:

#### **Cancellation, Nonrenewal And Decreases In Coverage**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
  - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

#### **4. Notice of:**

- a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
- b. Any other action will state the effective date of that action.

#### **6. If notice is mailed, proof of mailing will be sufficient proof of notice.**

#### **D. With respect to all Coverage Parts addressed in this endorsement, Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:**

#### **5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:**

- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

- (1) Cancelled by us or at our request;
- (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
- (3) Cancelled but rewritten with us or in our company group; or
- (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium (or 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part), rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

The refund will be less than 90% of the pro rata unearned premium (or less than 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part) if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

POLICY NUMBER:CPA 3221921-20

IL 09 90 01 15

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **MISSOURI - DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

#### **SCHEDULE PART I**

**Terrorism Premium (Certified Acts) \$ 506**

**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):**

**Additional Information, if any, concerning the terrorism premium:**

#### **SCHEDULE PART II**

<b>Federal share of terrorism losses</b>	<b>85%</b>	<b>Year: 2015</b>
<b>Federal share of terrorism losses</b>	<b>84%</b>	<b>Year: 2016</b>
<b>Federal share of terrorism losses</b>	<b>83%</b>	<b>Year: 2017</b>
<b>Federal share of terrorism losses</b>	<b>82%</b>	<b>Year: 2018</b>
<b>Federal share of terrorism losses</b>	<b>81%</b>	<b>Year: 2019</b>
<b>Federal share of terrorism losses</b>	<b>80%</b>	<b>Year: 2020</b>

(Refer to Paragraph **B.** in this endorsement.)

**NOTE: The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

UW 00 31 12 04

**IMPORTANT INFORMATION - PLEASE READ**

Carrying adequate limits of property insurance is critical to avoid incurring a penalty for being underinsured (termed "**coinsurance penalty**" in your policy) in the event of a loss.

Your policy may contain a provision requiring that you carry coverage equal to 80%, 90% or 100% of the value of your property at the time of a loss. Failure to maintain adequate limits will result in your claim settlement being reduced by the percentage that you are "underinsured".

Please read your policy for more details on **coinsurance penalties** with examples of how it can reduce a claim payment.

You can avoid risk of a penalty by making sure that your property is "insured to value". Your agent has valuation tools available to assist in determining what amount of insurance you should carry.



**COMMERCIAL PROPERTY  
B CP DS 01 10 00****Issuing Company:** Union Insurance Company, 11201 Douglas Ave, Des Moines, IA 50306-1594**Claim Handling Office:** P.O. Box 1594, Des Moines, IA 50306-1594: 800-235-2942**After Hours Claim Reporting:** 866-232-6724**Underwriting Servicing Office:** 11201 Douglas Avenue, Urbandale, IA 50322; 800-235-2942**COMMERCIAL PROPERTY DECLARATIONS****COINSURANCE CONTRACT****Policy No.:** CPA 3221921 - 20**Previous Policy No.:** -**NAMED INSURED AND ADDRESS**Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139**AGENCY NAME AND ADDRESS**(314)432-6464  
Missouri General Insurance Agency Inc  
1227 Fern Ridge PKWY  
St Louis, MO 63141

41340

**POLICY PERIOD**

Policy Period: From 05/18/2019 to 05/18/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

**TOTAL ADVANCE PREMIUM**

\$34,101

**DESCRIPTION OF PREMISES AND COVERAGES PROVIDED**

Description Of Property	Limit	Cause Of Loss	Coinsurance	Valuation
<b>Blanket Time Element</b>	10,000,000	SPECIAL	No Coinsurance	See Schedule
Loc# - Bldg#: 1 - 1				
Loc# - Bldg#: 1 - 3				
Loc# - Bldg#: 1 - 4				
Loc# - Bldg#: 1 - 5				
Loc# - Bldg#: 2 - 1				
Loc# - Bldg#: 2 - 2				
Loc# - Bldg#: 3 - 1				
Loc# - Bldg#: 4 - 1				
Loc# - Bldg#: 5 - 1				
Loc# - Bldg#: 6 - 1				
Loc# - Bldg#: 6 - 3				
Loc# - Bldg#: 7 - 1				
Loc# - Bldg#: 8 - 1				
Loc# - Bldg#: 9 - 1				
Loc# - Bldg#: 9 - 3				
Loc# - Bldg#: 10 - 1				
Loc# - Bldg#: 11 - 1				
Loc# - Bldg#: 11 - 3				
Loc# - Bldg#: 12 - 1				
Loc# - Bldg#: 13 - 1				
Loc# - Bldg#: 13 - 2				
Loc# - Bldg#: 15 - 1				
Loc# - Bldg#: 16 - 1				
Loc# - Bldg#: 17 - 1				
Loc# - Bldg#: 18 - 1				

Description Of Property	Limit	Cause Of Loss	Coinsurance	Valuation	Inflation Guard
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Policy No.: CPA 3221921 - 20

**LOCATION: # 1** **Deductible: \$25,000**3300 S Kingshighway Blvd  
St. Louis, MO 63139**BUILDING # 1**2 Story Non-Combustible Building  
Occupied As Showroom and Parts

Building	1,425,000	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**BUILDING # 2**1 Story Non-Combustible Building  
Occupied As Street Light, Sign, Meter, Etc

Building	50,000	SPECIAL	100%	RC
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**BUILDING # 3**1 Story Masonry Non-Combustible Building  
Occupied As Service/Service Reception

Building	82,474	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**BUILDING # 4**1 Story Masonry Non-Combustible Building  
Occupied As Internet Building

Building	315,000	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**BUILDING # 5**1 Story Masonry Non-Combustible Building  
Occupied As Photo Building

Building	164,750	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 2** **Deductible: \$25,000**4161 Gravois Ave  
St. Louis, MO 63116-3519**BUILDING # 1**1 Story Non-Combustible Building  
Occupied As Service Bays, Storage, Detail

Building	777,236	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC

**Policy No.:** CPA 3221921 - 20

Business Income See Blanket SPECIAL No Coinsurance  
 Includes Rental Value  
 Including Extra Expense  
 1/6 Monthly Limit of Indemnity

**BUILDING # 2**

1 Story Frame Building  
 Occupied As Maintenance and Storage

Building	288,435	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 3** **Deductible: \$25,000**

4132 Gravois Ave  
 St. Louis, MO 63116-3520

**BUILDING # 1**

1 Story Joisted Masonry Building  
 Occupied As Used Sales

Building	298,486	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 4** **Deductible: \$25,000**

4101 Chippewa St  
 St. Louis, MO 63116-3614

**BUILDING # 1**

1 Story Joisted Masonry Building  
 Occupied As Used Sales

Building	347,000	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 5** **Deductible: \$25,000**

3296 S Kingshighway Blvd  
 St. Louis, MO 63116

**BUILDING # 1**

1 Story Frame Building  
 Occupied As Used Car Sales and 6 Bay Garage

Building	796,457	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 6** **Deductible: \$25,000**

1501 N Kingshighway  
 Cape Girardeau, MO 63701

Policy No.: CPA 3221921 - 20

**BUILDING # 1**2 Story Non-Combustible Building  
Occupied As Sales and Service

Building	1,630,000	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**BUILDING # 2**1 Story Non-Combustible Building  
Occupied As Street Light, Sign, Meter, Etc

Building	50,000	SPECIAL	100%	RC
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**BUILDING # 3**1 Story Non-Combustible Building  
Occupied As Used Cars

Building	495,372	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 7****Deductible: \$25,000**1502 N Kingshighway St  
Cape Girardeau, MO 63701**BUILDING # 1**1 Story Non-Combustible Building  
Occupied As Body Shop

Building	917,972	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 8****Deductible: \$25,000**825 E Jackson Blvd  
Jackson, MO 63755-2431**BUILDING # 1**1 Story Masonry Non-Combustible Building  
Occupied As Sales and Service

Building	529,354	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 9****Deductible: \$25,000**5824 MO-100  
Washington, MO 63090-4950**BUILDING # 1**

1 Story Non-Combustible Building

**Policy No.:** CPA 3221921 - 20

Occupied As Clerical and Service

Building	1,634,000	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**BUILDING # 2**

1 Story Non-Combustible Building

Occupied As Street Light, Sign, Meter, Etc

Building	50,000	SPECIAL	100%	RC
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**BUILDING # 3**

1 Story Non-Combustible Building

Occupied As Sales

Building	1,473,433	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 10****Deductible: \$25,000**2010 Camp St  
Washington, MO 63090-5306**BUILDING # 1**

1 Story Non-Combustible Building

Occupied As Service Bays, Detail, Storage

Building	986,000	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 11****Deductible: \$25,000**560 State Hwy 47  
Union, MO 63084**BUILDING # 1**

1 Story Non-Combustible Building

Occupied As Sales and Service

Building	1,824,650	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**BUILDING # 2**

1 Story Non-Combustible Building

Occupied As Street Light, Sign, Meter, Etc

Building	50,000	SPECIAL	100%	RC
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**BUILDING # 3**

1 Story Frame Building

Occupied As Mobile Sales Trailer

**Policy No.:** CPA 3221921 - 20

Building	75,259	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 12** **Deductible: \$25,000**10250 W Florissant Ave  
St. Louis, MO 63136-2106**BUILDING # 1**1 Story Masonry Non-Combustible Building  
Occupied As Auto Buy Credit Sales

Building	645,000	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 13** **Deductible: \$25,000**2245 S Kingshighway Blvd  
St. Louis, MO 63110**BUILDING # 1**2 Story Non-Combustible Building  
Occupied As Auto Buy Credit Sales

Building	970,746	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**BUILDING # 2**2 Story Masonry Non-Combustible Building  
Occupied As Century Tire Lease Month to Month

Building	444,612	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 15** **Deductible: \$25,000**4822 Fyler Ave  
St. Louis, MO 63116**BUILDING # 1**1 Story Joisted Masonry Building  
Occupied As Storage

Building	82,474	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 16** **Deductible: \$25,000**

**Policy No.:** CPA 3221921 - 20

4800 Parker Ave  
St. Louis, MO 63116-2008

**BUILDING # 1**

1 Story Non-Combustible Building  
Occupied As Services - Used Detail/Auction

Building	507,083	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 17** **Deductible: \$25,000**

4830 Parker Ave  
St. Louis, MO 63116

**BUILDING # 1**

1 Story Frame Building  
Occupied As Used Car Sale and 6 Bay Garage

Building	519,260	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

**LOCATION: # 18** **Deductible: \$25,000**

4843 Parker Ave  
St. Louis, MO 63116-3702

**BUILDING # 1**

1 Story Masonry Non-Combustible Building  
Occupied As Quicklane

Building	751,853	SPECIAL	100%	RC
Business Personal Property	221,314	SPECIAL	100%	RC
Business Income	See Blanket	SPECIAL	No Coinsurance	
Includes Rental Value				
Including Extra Expense				
1/6 Monthly Limit of Indemnity				

KEY: ACV = Actual Cash Value AV = Agreed Value FBV = Functional Building Valuation GRC = Guaranteed Replacement Cost RC = Replacement Cost MR = Monthly Reporting

**COVERAGES APPLICABLE TO ALL LOCATIONS**

Tenant Property Coverage Required by Lease Limit: \$25,000

**MORTGAGE HOLDER(S)**

**FORMS APPLICABLE**

See attached "Schedule of Forms and Endorsements"

**COMMERCIAL PROPERTY**  
**CL CP FS 01 09 08**

Policy Number: **CPA 3221921 - 20**

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

### **Commercial Property**

<b><u>State*</u></b>	<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
ALL	B CP DS 01	10-2000	Commercial Property Declarations
ALL	CL CP FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CL CP 00 32	10-2018	Premier Choice Property Enhancement
ALL	CL CP 00 33 DS	09-2015	Premier Choice Property Enhancement Schedule
ALL	CL CP 05 12	12-2015	Utility Services - Direct Damage Overhead Transmission or Distribution Lines
ALL	CL CP 05 32	08-2018	Tenant Property Coverage Required by Lease
ALL	CP 00 10	10-2012	Building and Personal Property Coverage Form
ALL	CP 00 30	10-2012	Business Income (And Extra Expense) Coverage Form
ALL	CP 00 90	07-1988	Commercial Property Conditions
ALL	CP 04 11	09-2017	Protective Safeguards
ALL	CP 10 30	09-2017	Causes Of Loss - Special Form
ALL	IL 01 05	10-2008	Missouri Changes - Pollution

*\*When the word "ALL" appears in the state column, the form applies to all states on the policy.*



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PREMIER CHOICE PROPERTY ENHANCEMENT**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
COMMERCIAL PROPERTY CONDITIONS

The provisions of the **Building And Personal Property Coverage Form, Causes of Loss - Special Form** and the **Commercial Property Conditions** apply except as otherwise provided in this endorsement.

**I. Changes to the Building and Personal Property Coverage Form**

**A. Broadened Premises Boundary**

Any reference to distance from the described premises is changed from 100 feet to 1,000 feet.

**B. The following is added to Your Business Personal Property in the Coverage section:**

**Tenant's Exterior Building Glass**

If you are a tenant and no Limit of Insurance is shown in the Declarations for Building property, we will pay for direct physical loss of or damage to exterior building glass that is:

- a. Owned by you;
- b. Your contractual responsibility to insure; or
- c. Your contractual responsibility to pay for loss or damage.

The value of exterior building glass will be determined in accordance with the **Valuation Condition** applicable under this Policy or at the amount for which you are liable under contract, whichever is less. If required by law, the exterior building glass is covered at the cost of replacement with safety glazing material.

**C. The Additional Coverages in the Coverage section are amended as follows:**

**1. Debris Removal**

The additional amount for Debris Removal Expense is increased to the limit shown in the Premier Choice Property Enhancement Schedule.

**2. Preservation of Property**

The number of days is increased to 90 days.

**3. Fire Department Service Charge**

The Fire Department Service Charge Limit of Insurance is increased to the limit shown in the Premier Choice Property Enhancement Schedule.

**4. Pollutant Cleanup and Removal**

The Pollutant Cleanup and Removal Limit of Insurance is increased to the limit shown in the Premier Choice Property Enhancement Schedule.

**5. Increased Cost of Construction**

The Additional Coverage, Increased Cost of Construction, is deleted and replaced by Additional Coverage, Ordinance or Law.

**6. Computer Equipment Including Electronic Data**

The Additional Coverage, Electronic Data, is deleted and replaced with the following:

- a. We will pay for direct physical loss or damage to:
  - (1) "Computer Equipment" and "Laptop or Mobile Devices" and related component parts that are:
    - (a) Your property (other than your stock) at your described premises; or
    - (b) Leased property for which you have a contractual responsibility to insure at your described premises; or
    - (c) Your property or leased property while in transit or temporarily away from the premises described in the Declarations.

Subject to the provisions of this Additional Coverage, we will determine the value of Covered Property in the event of covered direct physical loss or damage as follows:

"Computer Equipment" and "Laptop or Mobile Device(s)" at replacement cost as of the time and place of loss, without deduction for physical deterioration, depreciation, obsolescence or depletion. Replacement Cost valuation does not apply until the damage or destroyed property is repaired or replaced.

In the event replacement of "computer equipment" and "Laptop or Mobile Device(s)" is impossible, the replacement cost will be the cost of items that are similar to the damaged or destroyed equipment and intended to perform the same function, but which may include technological advances. "Computer Equipment" and "Laptop or Mobile Device(s)" that are obsolete or no longer used by you will be valued at actual cash value.

**(2) Electronic Data as defined under Property Not Covered in the Building And Personal Property Coverage Form.**

Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore Electronic Data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that Electronic Data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the Electronic Data was stored, with blank media of substantially identical type.

**(3) Your blank electronic or magnetic media.**

**b. The loss or damage must be caused by or result from a Covered Cause of Loss.**

The Covered Causes of Loss are amended to include a "virus", harmful code or similar instruction that is intentionally introduced into or an unwanted entry into or enacted on a

"computer system" (including Electronic Data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a "computer system" (including Electronic Data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

**c. The following Causes of Loss - Special Form Exclusions do not apply to coverage provided by this Additional Coverage:**

- (1) Utility Services - Direct Damage;**
- (2) Artificially Generated Electricity;**
- (3) Mechanical Breakdown;**
- (4) Dampness or dryness of atmosphere, changes in or extremes of temperature and marring or scratching;**
- (5) Floods, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and**
- (6) Earth movement, such as an earthquake, landslide or earth sinking, rising or shifting. All loss by a single earthquake shall constitute a single claim. If more than one earthquake shock shall occur within 168 hours during the term of this policy, such earthquake shocks shall be deemed to be a single earthquake.**

**d. The most we will pay for "virus", harmful code or similar instruction is \$10,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or "computer systems" involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in**

the policy year in which the occurrence began.

- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule. We will not pay more than \$5,000 for "Laptop or Mobile Device(s)" while in transit or away from the described premises.

**7. Brands and Labels** is added as follows:

- a. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:
  - (1) Stamp 'salvage' on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
  - (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.
- b. We will pay reasonable costs you incur to perform the activity described in **a.(1)** or **a.(2)** above, but the most we will pay for loss under this Additional Coverage in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**8. Expediting Expenses** is added as follows:

- a. We will pay the Expediting Expenses that you incur as a result of direct physical loss of or damage to Covered Property.
- b. Expediting Expenses are reasonable extra costs for temporary repairs of and for expediting the repairs or replacement of Covered Property damaged by a Covered Cause of Loss. Expediting Expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting Expenses do not include the cost incurred for the temporary rental of property, temporary replacement of damaged property, or expenses recoverable elsewhere in the **Building and Personal Property Coverage Form** or this Endorsement.

- c. The most we will pay under this Additional Coverage for all such expenses arising from any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**9. Fire Protection Equipment Recharge** is added as follows:

We will pay:

- a. Expenses you incur for the recharging or refilling of your automatic fire extinguishing equipment after such equipment is discharged as a result of a fire to your Covered Property;
- b. For loss or damage to Covered Property if caused by the accidental discharge of fire suppressant chemicals from your automatic fire extinguishing system. This limit may be used to cover the additional expense you incur to recharge such systems following a covered accidental discharge; or
- c. The cost you incur to recharge or refill portable fire extinguishing equipment after being used to fight a fire to your Covered Property.
- d. The most we will pay under this Additional Coverage for all such expenses arising from any one occurrence at your described premises is the limit shown in the Premier Choice Property Enhancement Schedule.

**10. Loss Data Preparation Cost** is added as follows:

- a. We will pay the reasonable costs you incur, up to the limit shown in the Premier Choice Property Enhancement Schedule, in collecting and preparing loss data required by applicable policy conditions and requested by us.
- b. This includes the cost of taking inventory, getting appraisals, and preparing other data in order to determine the extent of the loss.
- c. This coverage does not apply to:
  - (1) Costs incurred under the **Loss Condition - Appraisal**.
  - (2) Expenses and fees billed by and/or payable to public insurance adjusters, loss consultants, or any of their subsidiaries or associated entities.

- (3) Expenses to prepare claims not covered under this Coverage Part.

**11. Lost Key Consequential Loss** is added as follows:

- a. If a master or grand master key for the described premises is lost or damaged by a Covered Cause of Loss, we will pay for the actual cost of keys, the cost of adjusting locks to accept new keys, or the cost of new locks, if required, of like kind and quality including the cost of their installation.
- b. The most we will pay for costs incurred in any one occurrence under this Additional Coverage is the limit shown in the Premier Choice Property Enhancement Schedule.

**12. Reward Payment** is added as follows:

- a. We will reimburse you for rewards to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss.
- b. An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the recovery of stolen Covered Property or the arrest and conviction of any person or persons committing a crime resulting in a covered loss, and who is not:
  - (1) You;
  - (2) Your partner, an officer or an employee or any family members thereof;
  - (3) An employee of a law enforcement agency;
  - (4) An employee of a business engaged in property protection;
  - (5) A person who had custody of the Covered Property at the time the "theft" was committed; or
  - (6) A person involved in the crime.
- c. The most we will pay in any one occurrence under this Additional Coverage, regardless of the number of persons that may be designated as eligible for a reward by law enforcement, is the limit shown in the Premier Choice Property Enhancement Schedule.

**13. Temporary Relocation of Property (Renovation and Remodeling)** is added as follows:

- a. If Covered Property is removed from the premises described in the Declarations and stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled, we will pay for direct physical loss caused by or resulting from a Covered Cause of Loss.
- b. Coverage provided by this Additional Coverage will end when either of the following first occurs:
  - (1) This policy expires; or
  - (2) After 90 consecutive days of storage.
- c. The most we will pay for loss or damage under this Additional Coverage in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.
- d. Insurance under this Additional Coverage is excess over any other insurance available to the stored property, whether collectible or not.

**14. Discharge From Sewers, Drains or Sumps** is added as follows:

- a. We will pay for direct physical loss of or damage to Covered Property caused by or resulting from discharge of water or waterborne material from sewers, drains or sumps, or other type of system designed to remove subsurface water which is drained from the foundation area, provided such discharge is not induced by flood or flood-related conditions.

For the purpose of this Additional Coverage, the term drain includes a roof drain and related fixtures.

- b. The aforementioned references to flood, include surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow of any body of water, including storm surge.
- c. To the extent the Water Exclusion would conflict with the provisions of this Additional Coverage, the Water Exclusion does not apply.
- d. There is no coverage under this endorsement if:
  - (1) The discharge results from an insured's failure to perform routine maintenance or repair

necessary to keep a sewer or drain or a sump, sump pump or related equipment free from obstruction and in properly working condition. This limitation does not apply to sudden mechanical breakdown of a sump pump or its related equipment, provided the breakdown is not the result of an insured's negligence; or

- (2) Sump pump failure is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.
- e. The most we will pay for loss or damage under this Additional Coverage, in any one occurrence, is the limit shown in the Premier Choice Property Enhancement Schedule.
- f. When this Additional Coverage applies, no other coverage in the policy applies to property insured by this coverage.

**15. Ordinance or Law** is added as follows:

Ordinance or Law coverage applies with respect to an ordinance or law that regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises, subject to the following:

- a. The Ordinance or Law Coverages provided in this Additional Coverage apply only if both sub-paragraphs **a.(1)** and **a.(2)** below are satisfied and are then subject to the qualifications set forth in sub-paragraph **a.(3)** below:
  - (1) The ordinance or law:
    - (a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
    - (b) Is in force at the time of loss; or the ordinance or law is enacted within 90 days after the time of covered loss or prior to the commencement of reconstruction or repair, whichever occurs first; and
    - (c) Provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

But coverage under this Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Additional Coverage.

**(2) The building sustains:**

- (a) Direct physical damage that is covered under this policy and as a result of such damage you are required to comply with the ordinance or law; or
- (b) Both direct physical damage that is covered under this policy, and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this Additional Coverage even if the building has also sustained covered direct physical damage.

- (3) In the situation described in paragraph **(2)(b)** above, we will not pay the full amount of loss otherwise payable under the terms of paragraph **d.** below. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of paragraph **d.** below.

- b. Under this Additional Coverage, we will not pay for:
  - (1) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or



remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

- (2) Any costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (3) Loss due to any ordinance or law:

(a) You were required to comply with before the loss, even if the building was undamaged; and

(b) You failed to comply with.

- c. With respect to the building that has sustained covered direct physical damage, the following apply:

**(1) Loss to the Undamaged Portion of the Building**

We will pay for loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

**(2) Demolition Cost**

We will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

**(3) Increased Cost of Construction**

We will pay the increased cost to:

- (a) Repair or reconstruct damaged portions of that building; and/or
- (b) Reconstruct or remodel undamaged portions of that building whether or not demolition is required;

When the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (c) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (d) We will not pay for the increased cost of construction under this coverage:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (e) This coverage also applies to repair or reconstruction of the following, subject to the same conditions stated above:

(i) The cost of excavations, grading, backfilling and filling;

(ii) Foundation of the building;

(iii) Pilings; and

(iv) Underground pipes, flues and drains.

The items listed in (e)(i) through (e)(iv) above are deleted from **Property Not Covered**, but only with respect to coverage for Increased Cost of Construction.

**d. Loss Payment**

- (1) All the following loss payment provisions are subject to the apportionment procedures set forth in paragraph a.(3) above.

- (2) Under this Additional Coverage, we will pay for the loss in value to an undamaged portion of a building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. Coverage is included

within the Limit of Insurance shown in the Declarations as applicable to the covered building.

With respect to loss in value of an undamaged portion of the building, including damaged and undamaged portions, the following loss payment provisions apply:

- (a) If the property is being repaired or replaced, on the same or another premises, we will not pay more than the amount you would actually spend to repair, rebuild or reconstruct the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured;
  - (b) If the property is not being repaired or replaced, or if the Replacement Cost Option does not apply, we will not pay more than the actual cash value of the building at the time of the loss.
- (3) The most we will pay under this Additional Coverage for the combined total of all covered losses for Demolition Cost and for Increased Cost of Construction is the limit shown in the Premier Choice Property Enhancement Schedule.

Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- (a) With respect to demolition costs, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (b) With respect to Increased Cost of Construction:
  - (i) We will not pay for the increased cost of construction until the property is actually repaired or replaced, at the same or another premises; and
  - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or

damage, not to exceed two years. We may extend this period in writing during the two years.

(iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

(iv) If the ordinance or law requires relocation to another premise, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

- e. The terms of this Additional Coverage apply separately to each building to which this Additional Coverage applies.
- f. The coverage provided for the loss to the undamaged portion of the building does not increase the Limit of Insurance shown in the Declarations as applicable to the covered building.

#### 16. Utility Services - Direct Damage is added as follows:

- a. We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from the direct physical loss or damage by a Covered Cause of Loss to property that provides the services shown below in paragraph b.

Coverage for loss of or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

The term Electronic Data has the meaning described under **Property Not Covered** in the **Building and Personal Property Coverage Form**.

- b. Utility Services include:
  - (1) Water Supply Services, meaning the following types of property

supplying water to the described premises:

- (a) Pumping stations; and
- (b) Water mains.

- (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including optic fiber transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

It does not include overhead transmission or distribution lines.

- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

It does not include overhead transmission or distribution lines.

- c. As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication, service, or power, including lines which may be identified as distribution lines.

- d. The most we will pay for loss under this Additional Coverage in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**17. Employee Theft (Including ERISA)** is added as follows:

- a. We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Additional Coverage, "theft" shall also include "forgery".

- b. To the extent that coverage for "money" and "securities" is provided by this Additional Coverage, the **Property Not Covered** provisions in the **Building and Personal Property Coverage Form** do not apply.

- c. With respect to loss sustained or "discovered" by any "Employee Benefit Plan", **17.a.** is replaced with the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, sole proprietor, partner or "member" acting alone or in collusion with other persons while such "employee", sole proprietor, partner or "member" is handling "money", "securities" or "other property" of an "employee benefit plan".

- d. The most we will pay for a loss of or damage to "money", "securities" or "other property" under this Additional Coverage in any one "occurrence" is the limit shown in the Premier Choice Property Enhancement Schedule.
- e. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- f. You may extend this coverage to apply to losses caused by any "employee" while temporarily outside the Coverage Territory for a period of not more than 90 days.

**18. Money Orders and Counterfeit Money** is added as follows:

- a. We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office express company, or "financial institution" that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

- b. To the extent that coverage for "money" is provided by this Additional Coverage, the **Property Not**



**Covered** provisions in the **Building and Personal Property Coverage Form** do not apply.

- c. The most we will pay for any loss in any one "occurrence" under this Additional Coverage is the limit shown in the Premier Choice Property Enhancement Schedule.

**19. Forgery or Alteration** is added as follows:

- a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or

- (2) Made or drawn by one acting as your agent;

Or that are purported to have been so made or drawn.

For the purposes of this Additional Coverage, a substitute check as defined in the Check Clearing for the 21<sup>st</sup> Century Act shall be treated the same as the original it replaced.

- b. To the extent that coverage for "money" is provided by this Additional Coverage, the **Property Not Covered** provisions in the **Building and Personal Property Coverage Form** do not apply.
- c. If you are sued for refusing to pay any instrument covered in paragraph **19.a.**, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
- d. The most we will pay for loss, including legal expenses, under this Additional Coverage in any one "occurrence" is the limit shown in the Premier Choice Property Enhancement Schedule.

**20. Money and Securities** is added as follows:

- a. We will pay for loss of "money" and "securities" used in your business caused by "theft", disappearance or destruction.
- b. To the extent that coverage for "money" and "securities" is provided by this Additional Coverage, the

**Property Not Covered** provisions in the **Building and Personal Property Coverage Form** do not apply.

- c. The following is added to **Valuation** under the **Loss Conditions** of the **Building and Personal Property Coverage Form**:

- (1) For "money", at face value or, at our option, its dollar equivalent (if from a country other than the United States) based on exchange rates in effect when the loss occurred.

- (2) For "securities", the lesser of the value of the "securities" as of the close of business on the day when the loss occurred or the value of replacing the "securities" in kind.

If replaced in kind, you must assign to us all your rights, title and interest in and to those "securities". We will not pay for the loss of income, interest, or dividends that occur as a result of the loss of "securities".

- d. The most we will pay for loss under this Additional Coverage in any one "occurrence" that occurs on "premises" is the limit shown in the Premier Choice Property Enhancement Schedule.
- e. The most we will pay for loss under this Additional Coverage in any one "occurrence" that occurs off "premises" is the limit shown in the Premier Choice Property Enhancement Schedule.

**D. The Coverage Extensions** in the **Coverage** section are amended as follows:

**1. Newly Acquired or Constructed Property** is amended as follows:

- a. The separate Limits of Insurance for **Buildings** and **Your Business Personal Property** are combined and increased to the limits shown in the Premier Choice Property Enhancement Schedule.
- b. The number of days under Period of Coverage is increased to 180 days.

**2. Personal Effects and Property of Others** is deleted and replaced by the following:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) Personal Effects owned by you or your officers, partners, "members", "managers" or employees. This includes tools owned by your employees that are used in your business while such tools are located in or on building(s) or structure(s) described in the Declarations, or in the open (or in a vehicle) within 1,000 feet of the building(s) or structure(s), or within 1,000 feet of the premises described in the Declarations, whichever distance is greater; and

(2) "Personal property of others" in your care, custody or control. This includes property that you have sold which is awaiting delivery or installation.

However, this Coverage Extension does not apply if the loss is covered by other insurance, whether collectible or not.

b. For "personal property of others", the **Extension of Replacement Cost to Personal Property of Others** provision in the **Optional Coverages** section is applicable.

c. The most we will pay for loss or damage under this Coverage Extension at each described premises is the limit shown in the Premier Choice Property Enhancement Schedule. Our payment for loss of or damage to "personal property of others" will only be for the account of the owner of the property.

3. **Valuable Papers and Records (Other Than Electronic Data)** is deleted and replaced by the following:

**Valuable Papers and Records (Other Than Electronic Data)**

a. You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own or that are in your care, custody, and control caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Coverage Extension does not apply to valuable papers and records which exist as electronic data. The term

Electronic Data has the meaning described under **Property Not Covered** in the **Building and Personal Property Coverage Form**.

b. The most we will pay for loss or damage in any one occurrence under this Coverage Extension is the limit shown in the Premier Choice Property Enhancement Schedule.

4. **Property Off-Premises** is deleted and replaced by the following:

**Property Off-Premises and In Transit**

a. You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "Laptops or Mobile Device(s)" while it is away from the described premises, if it is:

(1) In transit;

(2) Temporarily at a location that you do not own, lease or operate;

(3) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

(4) At any fair, trade show or exhibition.

b. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

5. **Outdoor Property** is deleted and replaced by the following:

a. You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, statuary, radio and television antennas (including satellite dishes), including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

b. You may extend the insurance provided by this Coverage Form to apply to your trees, plants, and shrubs (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris and removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

(1) fire;

(2) lightning;

- (3) explosion;
- (4) riot or civil commotion; or
- (5) aircraft.

The most we will pay for loss or damage under this extension is the limit shown in the Premier Choice Property Enhancement Schedule; but, not more than the limit shown for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are the tenant and such property is owned by the landlord of the described premises.

**6. Accounts Receivable** is added as follows:

**a.** You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of those amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by "loss"; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable that result from a Covered Cause of Loss to your records of accounts receivable located at the "premises" shown in the Declarations.

**b.** If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of "loss" or damage from a Covered Cause of Loss, we will pay for accidental "loss" or damage while they are:

- (1) At a safe place away from your "premises"; or

- (2) Being taken to or returned from that place.

**c.** The following is added to the **Valuation** provisions under the **Loss Conditions** section:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of "loss", the following method will be used:

- (a) Determine the total of the average monthly amount of accounts receivable for the 12 months immediately preceding the month in which the "loss" occurs; and
- (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the "loss" occurred or for any demonstrated variance from the average for that month.

- (2) The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (a) The amount of accounts for which there is no "loss";
- (b) The amount of the accounts that you are able to re-establish or collect;
- (c) An amount to allow for probable bad debts that you are normally unable to collect; and
- (d) All unearned interest and service charges.

**d.** The most we will pay for "loss" under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**7. Consequential Loss to Stock** is added as follows:

- a.** You may extend the insurance that applies to Your Business Personal Property and Personal Property of Others to apply to the reduction in value of the remaining parts of "stock" when the reduction in value is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" in the process of manufacture at the described premises.

- b. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.
- 8. Fine Arts at Market Value** is added as follows:
- a. You may extend the insurance that applies to Your Business Personal Property to apply to "fine arts" that you own or that belongs to others and are in your care, custody or control. The valuation for "fine arts" is based on "market value".
  - b. Any loss or damage must occur at the premises described in the Declarations and be caused by, or result from, a Covered Cause of Loss.
  - c. The most we will pay for loss or damage under this Coverage Extension is the limit shown in the Premier Choice Property Enhancement Schedule.
- 9. Leasehold Interest - Improvements and Betterments** is added as follows:
- a. If your lease is cancelled in accordance with a valid lease provision as the direct result of a Covered Cause of Loss to property at the location in which you are a tenant, and you cannot legally remove your improvements and betterments, we will extend the insurance that applies to your Covered Property to your interest in tenant's improvements and betterments that remain and that you were forced to abandon.
  - b. Leasehold Improvements and Betterments means your interest as a tenant in improvements and betterments which are not damaged, but which are not recoverable by you due to the cancellation of your lease caused by or resulting from a covered cause of loss.
  - c. Improvements and Betterments are fixtures, alterations, installations or additions:
    - (1) Made a part of the building or structure you occupy but do not own; and
    - (2) You acquired or made at your expense but cannot legally remove.
  - d. We will calculate the value of your interest in the improvements and betterments as though they had been

damaged or destroyed and not repaired or replaced promptly, as provided in the **Loss Condition, Valuation**, as follows:

The value of the property will be the least of the following amounts:

- (1) The actual cash value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- (3) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

- e. The most we will pay for loss under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**10. Outdoor Signs** is added as follows:

- a. We will pay for loss or damage caused by a Covered Cause of Loss to outdoor signs, whether or not attached to a building, at the described premises:
  - (1) Owned by you; or
  - (2) Owned by others in your care, custody or control.
- b. The provisions of this Coverage Extension supersede all other outdoor signs coverage references in the **Building and Personal Property Coverage Form**.
- c. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**11. Property in the Care, Custody and Control of Salespersons** is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to apply while such property is 1,000 feet or more away from the described premises in the care, custody or control of your direct employee salespersons, or yourself while acting as a salesperson, or while in transit in or on a vehicle between your premises and your salespersons.

- b. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**12. Theft Damage to Leased Buildings** is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage caused by "theft" or attempted "theft" to:
  - (1) A building that you do not own and that contains Your Business Personal Property; or
  - (2) Personal property not owned by you, within such building, and that is used to maintain or service the building, structure or the premises described in the Declarations.
- b. This Coverage Extension only applies to a location where you are a tenant and the terms of your lease make you liable for damage caused by "theft" or attempted "theft".
- c. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**13. Spoilage** is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss of or damage to "perishable stock" caused by or resulting from:
  - (1) Breakdown or Contamination, meaning:
    - (a) A change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling, or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; or
    - (b) Contamination by the refrigerant resulting from the failure or mechanical breakdown of refrigerating or cooling equipment at the described premises.
  - (2) Power Outage or interruption of other utility service, meaning change in temperature or humidity resulting from complete

or partial interruption of electrical power or other utility service, either on or off the described premises, due to conditions beyond your control.

- b. We will determine the value of "perishable stock" in the event of loss or damage at:
  - (1) The selling price, as if no loss or damage had occurred;
  - (2) Less discounts and expenses that you otherwise would have had.
- c. We will not pay for loss or damage caused by or resulting from:
  - (1) The disconnection of any refrigerating, cooling, or humidity control equipment or systems from the source of power;
  - (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electric power or current or other utility service;
  - (3) The inability of an electric utility company or other utility service to provide sufficient power or service due to lack of fuel or Governmental order;
  - (4) The inability of a power source or other utility service at the described premises to provide sufficient power or service due to lack of generating or operating capacity to meet demand; or
  - (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- d. Coverage does not include power outage or interruption due to damage to above ground overhead transmission or distribution lines.
- e. The most we will pay for loss or damage under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule.

**14. Foundations and Underground Pipes, Flues, or Drains** is added as follows:

- a. You may extend the insurance that applies to your building(s) to include underground pipes, flues or drains and foundations of buildings, structures, machinery or boilers if their foundations are below:



- (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement.
  - b. To the extent they would conflict with the coverage provided by this endorsement, paragraphs **g.** and **m.** under **Property Not Covered** in the **Building and Personal Property Coverage Form** do not apply.
  - c. The most we will pay under this Coverage Extension in any one occurrence is the limit shown in the Premier Choice Property Enhancement Schedule. Such limit is part of, not in addition to, the applicable Limit of Insurance on your building. Therefore, payment under this extension will not increase the applicable Limit of Insurance on your building shown in the Declarations.
- E.** When coverage under this endorsement applies, the **Limits Of Insurance** section is deleted and replaced by the following:
- 1. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations or the Premier Choice Property Enhancement Schedule for the applicable coverage.
  - 2. The amounts of insurance stated for the following Additional Coverages and Coverage Extensions apply in accordance with the terms of such coverage. These amounts of insurance are separate from, and in addition to the Limits of Insurance shown in the Declarations for any other coverage. Also, the Additional Condition, Coinsurance, does not apply to the following:
    - a. Brands and Labels;
    - b. Expediting Expenses;
    - c. Fire Department Service Charge;
    - d. Pollutant Clean-up and Removal;
    - e. Fire Protection Equipment Recharge;
    - f. Loss Data Preparation Cost;
    - g. Lost Key Consequential Loss;
    - h. Money Orders and Counterfeit Money;
    - i. Money and Securities;
    - j. Reward Payment;
    - k. Discharge From Sewers, Drains or Sumps;
- l. Ordinance or Law - Demolition Costs and Increased Cost of Construction;
  - m. Employee Theft (Including ERISA);
  - n. Forgery or Alteration;
  - o. Utility Services - Direct Damage;
  - p. Accounts Receivable;
  - q. Consequential Loss to Stock;
  - r. Fine Arts at Market Value;
  - s. Computer Equipment Including Electronic Data;
  - t. Leasehold Interest - Improvements and Betterments;
  - u. Outdoor Signs;
  - v. Property In The Care, Custody And Control of Salespersons; or
  - w. Spoilage.
- Payments under the Additional Coverage, Preservation Of Property, will not increase the applicable Limit of Insurance.
- 3.** Business Personal Property - Seasonal Increase
- a. To provide for seasonal variations, the Limit of Insurance for Business Personal Property will automatically increase by the percentage shown in the Premier Choice Property Enhancement Schedule.
  - b. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
    - (1) The 12 months immediately preceding the date the loss or damage occurs; or
    - (2) The period of time you have been in business as of the date the loss or damage occurs.
- F.** The **Deductible** section is amended as follows:
- 1. No deductible applies to the following Additional Coverages:
    - a. Reward Payment;
    - b. Fire Protection Equipment Recharge;
    - c. Forgery or Alteration;
    - d. Loss Data Preparation Cost;
    - e. Lost Key Consequential Loss; and
    - f. Money Orders and Counterfeit Money.

2. With respect to coverage provided by Additional Coverage, Computer Equipment Including Electronic Data:

- a. A \$1,000 deductible applies to loss or damage caused by or resulting from mechanical breakdown; power interruption; power surge; blackout; brownout; short circuit; blowout; electrical disturbance within the electronic data processing "hardware"; or electrical or magnetic injury, disturbance or erasure of electronic recordings.
- b. A \$500 deductible applies to any covered cause of loss not described in 2.a. above.

3. With respect to coverage provided by Additional Coverage, Employee Theft (Including ERISA):

A \$1,000 deductible per "occurrence" applies.

However, this deductible does not apply to loss sustained by any "Employee Benefit Plan".

4. Unless otherwise specified in 1., 2., or 3. above, a \$500 deductible applies to loss or damage caused by a covered cause of loss to each Additional Coverage or Coverage Extension in this endorsement.

- a. If an occurrence is caused by a covered cause of loss and results in the application of one or more Additional Coverages or Coverage Extensions and without involving a loss to a building and or business personal property, the deductible will apply once to all covered losses under this endorsement; or
- b. If a Building and/or Business Personal Property loss occurs due to a covered cause of loss and results in a loss to an Additional Coverage or Coverage Extension in this endorsement, only the highest deductible amount will apply.

- G. The **Valuation** provision under the **Loss Conditions** section is amended to include:

We will determine the value of finished "stock" you manufacture, in the event of loss or damage, at the selling price, as if no loss or damage occurred, less discounts and expenses you otherwise would have had.

## II. Changes to the **Causes of Loss - Special Form**

- A. The **Ordinance or Law** exclusion in the **Exclusions** section does not apply to the

Additional Coverage, Ordinance or Law, provision in this endorsement.

- B. The **Utility Services** exclusion in the **Exclusions** section does not apply to the Additional Coverage, Utility Services - Direct Damage, provision in this endorsement.

- C. With respect to the coverage provided by Coverage Extension, Valuable Papers and Records (Other Than Electronic Data), the **Causes of Loss - Special Form** is amended as follows:

1. Section **B. Exclusions** does not apply to this Coverage Extension, except for the follow paragraphs:

- a. **B.1.c.** Governmental Action;
- b. **B.1.d.** Nuclear Hazard;
- c. **B.1.f.** War and Military Action;
- d. **B.2.h.** Dishonest or Criminal act (including theft);
- e. **B.2.i.** False Pretense; and
- f. **B.3.**, including items 3.a. through 3.c.

2. The following additional exclusions apply to the Coverage Extension, Valuable Papers and Records (Other Than Electronic Data):

We will not pay for loss or damage caused by or resulting from:

- a. Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
  - (1) Programming errors or faulty machine instructions; or
  - (2) Faulty installation or maintenance of data processing equipment or component parts.

But we will pay for direct loss or damage caused by lightning.

- b. Errors or omissions in processing or copying. But if errors or omissions in processing or copying result in fire or explosion, we will pay for the direct loss or damage caused by the fire or explosion.

- D. With respect to the coverage provided in the Coverage Extension, Property Off-Premises and In Transit, the Additional Coverage Extension, Property In Transit, in the **Causes of Loss - Special Form** is deleted.

- E. With respect to the coverage provided by the Coverage Extension, Accounts Receivable,

the **Causes of Loss - Special Form** is amended as follows:

1. Section **B. Exclusions** does not apply to this Coverage Extension, except for the following paragraphs:

- a. **B.1.c.** Governmental Action;
- b. **B.1.d.** Nuclear Hazard;
- c. **B.1.f.** War and Military Action;
- d. **B.2.f.** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity moisture or vapor, that occurs over a period of 14 days or more;

- e. **B.2.g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

- f. **B.2.h.** Dishonest or Criminal act (including theft);

- g. **B.3.**, including items **3.a.** through **3.c.**

2. The following additional exclusions apply to the Coverage Extension, Accounts Receivable:

**We will not pay for:**

- a. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking, or withholding of "money", "securities", or "other property";

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- b. Bookkeeping, accounting or billing errors or omissions;
- c. Electrical or magnetic injury, disturbance, or erasure of electronic recordings that is caused by or results from:

- (1) Programming errors or faulty machine instructions;
- (2) Faulty installation or maintenance of data processing equipment or component parts;

- (3) An occurrence that took place more than 1,000 feet from your "premises"; or

- (4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 1,000 feet from your "premises".

- d. Unauthorized instructions to transfer property to any person or to any place;

- e. "Loss" that requires any audit or records or any inventory computation to prove its factual existence.

- F. The following additional exclusions apply to the Additional Coverage, Computer Equipment Including Electronic Data:

We will not cover loss resulting directly or indirectly from:

- a. Errors or omissions in programming or processing electronic data and media;

- b. Errors or deficiency in design, installation, maintenance, repair or modification of your "computer system" or any "computer system" or network to which your system is connected or on which your system depends, including electronic data and media;

- c. Manipulation of your "computer system", including electronic data and media, by an employee, volunteer worker or contractor, for the purpose of diverting electronic data and media or causing fraudulent or illegal transfer of any property; and

- d. Unauthorized viewing, copying or use of electronic data and media, or any proprietary or confidential information or intellectual property in any form by any person, even if such activity is characterized as "theft".

- G. With respect to the coverage provided by the Coverage Extension, Outdoor Signs, the **Causes of Loss - Special Form** is amended as follows:

1. Section **B. Exclusions** does not apply to this Coverage Extension, except for the following paragraphs:

- a. **B.1.c.** Governmental Action;

- b. **B.1.d.** Nuclear Hazard;

- c. **B.1.f.** War and Military Action;

- d. **B.2.d.(1)** Wear and Tear;



- e. **B.2.d.(2)** Rust or any property that causes damage;
  - f. **B.2.m.** Neglect.
2. The following additional exclusions apply the Coverage Extension, Outdoor Signs:
- We will also not pay for loss or damage caused by or resulting from any of the following:
- a. Dampness or dryness of atmosphere;
  - b. Changes in extremes of temperature;
  - c. Marring or scratching; or
  - d. Rain, snow, ice or sleet.
- H. With respect to the coverage provided by the Additional Coverages, Employee Theft (Including ERISA), Money Orders and Counterfeit Money, Money and Securities, and Forgery or Alteration, the following additional exclusions apply:
1. **Acts committed by you, your partners or your members**
- a. Loss resulting from "theft" or any other dishonest act committed by:
    - (1) You; or
    - (2) Any of your partners or "members";

Whether acting alone or in collusion with other persons.
  - b. With respect to "Employee Benefit Plan(s)", paragraph 1.a. above is replaced with the following:
 

Loss resulting from "theft" or any other dishonest or fraudulent act committed by:

    - (1) You; or
    - (2) Any of your partners or "member";

Whether acting alone or in collusion with other persons, except while handling "money", "securities" or "other property" of an "employee benefit plan".
2. **Acts committed by your employees learned of by you prior to the Policy Period**
- Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any or your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act

prior to the Policy Period shown in the Declarations.

**3. Acts Committed by your employees, managers, directors, trustees or representatives**

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- a. Whether acting alone or in collusion with other persons; or
- b. While performing services for you or otherwise;

Except when covered under Employee Theft (Including ERISA).

**4. Confidential or Personal Information Loss resulting from:**

- a. Loss resulting from:
  - (1) The disclosure or use of another person's or organization's confidential or personal information; or
  - (2) The disclosure of your confidential or personal information. However, this Paragraph does not apply to loss otherwise covered under this insurance that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

- b. With respect to "Employee Benefit Plan(s)", paragraph 4.a. above is replaced with the following:

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your or an "employee benefit plan" participant's confidential or personal information.

However, this Paragraph does not apply to loss otherwise covered under Employee Theft (Including ERISA) that results directly from the use of your or an "employee benefit plan"

participant's confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, retirement or health savings account information or any other type of nonpublic information.

#### **5. Data Security Breach**

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

#### **6. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this endorsement including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

#### **7. Legal Fees, Costs and Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Forgery or Alteration.

#### **8. Virtual Currency**

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

- I. With respect to the coverage provided by Additional Coverage, Money and Securities, the following additional exclusions apply:

##### **1. Accounting or Arithmetical Errors or**

##### **Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

##### **2. Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

##### **3. Fire**

Loss or damage resulting from fire, however caused, except:

- a. Loss of or damage to "money" and "securities"; and
- b. Loss from damage to a safe or vault.

##### **4. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

##### **5. Motor Vehicles or Equipment and Accessories**

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

##### **6. Transfer or Surrender of Property**

- a. Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises";
  - (1) On the basis of unauthorized instructions; or
  - (2) As a result of a threat including, but not limited to:
    - (a) A threat to do bodily harm to any person;
    - (b) A threat to do damage to any property;
    - (c) A threat to introduce a denial of service attack into any "computer system";
    - (d) A threat to introduce a "virus" or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt electronic data or "computer programs" stored within the "computer system".

The term electronic data has the meaning described under **Property Not Covered** in the

**Building and Personal Property Coverage Form.;**

- (e) A threat to contaminate, pollute or render substandard your products or goods; or
- (f) A threat to disseminate, divulge or utilize:
  - i. Your confidential information;
  - ii. Confidential or personal information of another person or organization; or
  - iii. Weaknesses in the source code within any "computer system".

b. However, this exclusion does not apply under when covered under the Money and Securities Additional Coverage to loss of "money" or "securities" while outside the "premises" in the care and custody of a "messenger" if you:

- (1) Had no knowledge of any threat at the time the conveyance began; or
- (2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**7. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**8. Voluntary Parting of Title to or Possession of Property**

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

J. With respect to the coverage provided by Additional Coverage, Employee Theft (Including ERISA), the following additional exclusions apply:

**1. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- a. An inventory computation; or
- b. A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**2. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

This exclusion does not apply to covered losses to an "employee benefit plan".

**3. Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

This exclusion does not apply to covered losses to an "employee benefit plan".

K. The **Limitations** section, paragraph 3. Is amended as follows:

- 1. The special limit for theft of furs, fur garments, and garments trimmed in fur is increased from \$2,500 to the limit shown in the Premier Choice Property Enhancement Schedule.
- 2. The special limit for theft of jewelry, watches, watch movements, jewels, pearls, precious or semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals is increased from \$2,500 to the limit shown in the Premier Choice Property Enhancement Schedule.
- 3. The special limit for theft of patterns, dies, molds and forms is increased from \$2,500 to the limit shown in the Premier Choice Property Enhancement Schedule.
- 4. The special limit for theft of stamps, tickets, including lottery tickets held for sale and letters of credit is increased from \$250 to the limit shown in the Premier Choice Property Enhancement Schedule.

**III. Changes to the Commercial Property Conditions**

A. With respect to this endorsement only, section **G. Other Insurance** of the **Commercial Property Conditions**, is deleted and replaced by the following:

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of

Insurance shown on the Premier Choice Property Enhancement Schedule.

- B.** With respect to the coverage provided by Additional Coverages Employee Theft (Including ERISA), Money Orders and Counterfeit Money, Money and Securities, and Forgery or Alteration, the following Additional Conditions apply:

**1. Additional Premises or Employees**

If, while this endorsement is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liability of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

**2. Extended Period to Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- a. No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- b. No later than one year from the date of that cancellation with regard to any "employee benefit plan".

**3. Joint Insured**

- a. If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- b. If any Insured, or partner, "member", "manager", officer, director or trustee of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:

- (1) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one insured.
- f. Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that Plan, shall fully release us on account of such loss.

**4. Loss Sustained During Prior Insurance Issued by us or any Affiliate**

**a. Loss Sustained Partly During This Insurance and Partly During Prior Insurance.**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (1) Partly during the Policy Period shown in the Declarations; and
- (2) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

And this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained

during this Policy Period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

**b. Loss Sustained Entirely During Prior Insurance.**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (1) This insurance became effective at the time of cancellation of the prior insurance; and
- (2) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

**c. In settling loss subject to this Condition under 4.(a) and 4.(b):**

- (1) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (2) We will apply the applicable Deductible Amount shown in this endorsement to the amount of loss sustained under this endorsement. If no loss was sustained under this endorsement, we will apply the Deductible Amount shown in this endorsement to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

**5. Loss Sustained During Prior Insurance Not Issued by us or any Affiliate**

- a. If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to "discover" loss under that insurance had expired, we will pay for the loss under this insurance provided:

- (1) This insurance became effective at the time of cancellation of the prior insurance; and
- (2) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

**b. In settling loss subject to this condition:**

- (1) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
- (2) We will apply the applicable Deductible Amount shown in this endorsement to the amount of loss sustained under the prior cancelled insurance.

**c. The insurance provided under this condition is subject to the following:**

- (1) If loss covered under this condition is also partially covered under 4. above, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under 4. above.
- (2) For loss covered under this condition that is not subject to Paragraph 5.c.1., the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this endorsement and is limited to the lesser of the amount recoverable under:



(a) This endorsement as of its effective date; or

(b) The prior cancelled insurance had it remained in effect.

## 6. Ownership of Property; Interests Covered

The property covered under this insurance is limited to property:

- a. That you own or lease;
- b. That is held by you in any capacity; or
- c. For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

## 7. Records

You must keep records of all property, including but not limited to "money" and "securities" and "other property", under this insurance so we can verify the amount of any loss.

## 8. Armored Motor Vehicle Companies

We will only pay for the amount of loss you cannot recover:

- a. Under your contract with the armored motor vehicle company; and
- b. From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

C. With respect to the coverage provided by Additional Coverage, Employee Theft (Including ERISA), the following Additional Conditions apply:

### 1. Employee Benefit Plans

The "employee benefit plans" (hereinafter referred to as Plan) are included as Insureds under this endorsement, subject to the following:

- a. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting a Limit of Insurance for this provision that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.

b. If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

c. If two or more Plans are insured under this insurance, any payment we make for loss:

- (1) Sustained by two or more Plans; or
- (2) Of commingled "money", "securities" or "other property" of two or more Plans;

Resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

## 2. Termination as to any Employee

The coverage provided under the Additional Coverage, Employee Theft (Including ERISA), terminates as to any "employee":

a. As soon as:

- (1) You; or
- (2) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee":

Learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

b. On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. With respect to the coverage provided by Additional Coverage, Forgery or Alteration, the following Additional Conditions apply:

### 1. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

## 2. Proof of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

## IV. Definitions

A. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

B. "Computer Equipment" with respect to the coverage provided by the Additional Coverage, Computer Equipment Including Electronic Data, means:

1. Computer "hardware" and related component parts capable of accepting information, processing it according to instructions and producing the results in a desired form.

Component parts include but are not limited to modems, printers, keyboards and scanners.

2. Computer control systems including uninterruptible power supply systems, line conditioner and voltage regulator; and

3. Telecommunications equipment including telephones, telephone switchgear (including PBX systems), facsimile transmission equipment, video conferencing equipment, and other related telephone equipment and component parts whose function is the transmission of communications (including computers dedicated to voice mail).

The term Electronic Data has the meaning described under **Property Not Covered** in the **Building and Personal Property Coverage Form**.

C. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send electronic data.

The term Electronic Data has the meaning described under **Property Not Covered** in the **Building and Personal Property Coverage Form**.

D. "Computer system" means:

1. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
2. Systems and applications software; and
3. Related communications networks;

By which electronic data is collected, transmitted, processed, stored or retrieved.

The term Electronic Data has the meaning described under **Property Not Covered** in the **Building and Personal Property Coverage Form**.

E. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount of details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

F. "Employee" as respects the coverage provided by the Additional Coverage, Employee Theft (Including ERISA), means:

1. Any natural person:

- a. While in your service and for the first 30 days immediately after termination of service unless such termination is due to "theft" or any dishonest act committed by the "employee"; and
- b. Whom you compensate directly by salary, wages or commissions; and
- c. Whom you have the right to direct and control while performing services for you; or

2. Any natural person who is furnished temporarily to you:

- a. To substitute for a permanent "employee" as defined in Paragraph H.1., who is on leave; or
- b. To meet seasonal or short-term work load conditions;

while that person is subject to your directions and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

3. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph H.2.

4. Any natural person who is:
  - a. A trustee, officer, "employee", administrator or "manager", except an administrator or "manager" who is an independent contractor of any "employee benefit plan"; and
  - b. A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
5. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
6. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
7. Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
8. Any of your "managers", directors or trustees while:
  - a. Performing acts within the scope of the usual duties of an "employee"; or
  - b. Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

"Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified above.

- G. "Employee Benefit Plan" means any welfare or pension benefit plan that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
- H. "Financial institution" means a bank, savings bank, savings and loan association, trust company, credit union or similar depository institution.
- I. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution".
- J. "Fine Arts" means antiques, rare articles and other works of art, including paintings, etching, drawings, pictures, tapestries, art glass windows, valuable rugs, sculptures, statuary, marbles, bronzes, porcelains, and

bric-a-brac and similar property or rarity, historical value or artistic merit that is not your "stock".

- K. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- L. "Hardware" means an assemblage of electronic machine components capable of accepting instructions and information, according to the instructions, and producing desired results.
- M. "Laptop or Mobile Device(s)" means "computer equipment" and accessories that are designed to function with it, which can easily be carried and operated without wire and designed to be used at more than one location.
- N. "Loss", as respects the coverage provided for in the Accounts Receivable Coverage Extension only, means accidental loss or damage.
- O. "Manager" means a natural person serving in a directorial capacity for a limited liability company.
- P. "Market Value" means the price which the property might be expected to realize if offered for sale in a fair market.
- Q. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".
- R. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- S. "Money" means:
  1. Currency, coins and bank notes in current use and having a face value;
  2. Travelers' checks, register checks and money orders held for sale to the public; or
  3. Deposits in your account at a "financial institution".
- T. "Occurrence", as respects the coverage provided for under the Additional Coverage(s):
  1. **Employee Theft (including ERISA)**, means:
    - a. An individual act;
    - b. The combined total of all separate acts whether or not related; or



- c. A series of acts whether or not related;

Committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under the Additional Conditions, **Loss Sustained During Prior Insurance Issued by us or any Affiliate or Loss Sustained During Prior Insurance Not Issued by us or any Affiliate.**

**2. Forgery or Alteration, means:**

- a. An individual act;
- b. The combined total of all separate acts whether or not related; or
- c. A series of acts whether or not related;

Committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under the Additional Conditions, **Loss Sustained During Prior Insurance Issued by us or any Affiliate or Loss Sustained During Prior Insurance Not Issued by us or any Affiliate.**

**3. Money Orders and Counterfeit Money and Money and Securities, means:**

- a. An individual act or event;
- b. The combined total of all separate acts or events whether or not related; or
- c. A series of acts or events whether or not related;

Committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under the Additional Conditions **Loss Sustained During Prior Insurance Issued by us or any Affiliate or Loss Sustained During Prior Insurance Not Issued by us or any Affiliate.**

- U. "Other property"** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy with the following exception:

As respects the coverage provided for in the Additional Coverage(s), Employee Theft (including ERISA), Forgery or Alteration, Money Orders and Counterfeit Money and Money and Securities, means any tangible property other than "money" and "securities"

that has intrinsic value. "Other property" does not include "computer programs", electronic data or any property specifically excluded.

The term Electronic Data has the meaning described under **Property Not Covered** in the **Building and Personal Property Coverage Form.**

- V. "Perishable stock"** means personal property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
- W. "Personal property of others"** means personal property that you do not own. It does not include:
  1. Personal property that belongs to you, your officers, your partners or members, your "managers" or your employees; or
  2. Business personal property leased from others.
- X. "Premises",** as respects the coverage provided for in the Accounts Receivable Coverage Extension and the Money and Securities Additional Coverage only, means that interior portion of the building at the address shown in the Declarations that you occupy for your business.
- Y. "Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or "other property" and includes:
  1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  2. Evidences of debt issued in connection with credit or charge cards, which are not issued by you;

But does not include "money".
- Z. "Theft"** means the unlawful taking of property to the deprivation of the Insured.
- AA. "Virus"** means any acts by persons, other than an employee(s), involving any of the following:
  1. Willful or malicious destruction of "computer programs", content, instructions or other electronic or digital data stored within "computer systems"; or
  2. Unauthorized computer code or program that:
    - a. Deletes, distorts, corrupts or manipulates "computer programs", content, instructions or other electronic or digital data, or otherwise results in damage to

computers or "computer systems" or networks to which it is introduced;

- b. Replicates itself, impairing the performance of computers or "computer systems" or networks; or
- c. Gains remote control access to data and programming within computers or "computer systems" or networks to which it is introduced, for users other than those intended for authorized use of the computers or "computer systems" or networks.

## PREMIER CHOICE PROPERTY ENHANCEMENT SCHEDULE

This Schedule provides supplementary information to be used with the following:

### PREMIER CHOICE PROPERTY ENHANCEMENT

The following Schedule is a summary of the Limits of Insurance for the various coverage provisions provided by the Premier Choice Property Enhancement. There is no coverage provided by this Schedule. This Schedule is subject to the provisions, conditions, and exclusions of the policy to which it is attached.

Coverage	Limits Of Insurance Per Occurrence
Accounts Receivable	\$100,000
Brands and Labels	\$25,000 or BPP Limit - lesser of
Broadened Premises Boundary	1,000 Feet
Business Personal Property - Seasonal Increase	25%
Consequential Loss To Stock	\$50,000
Debris Removal (Additional Debris Removal Expense)	\$100,000
Discharge From Sewers, Drains or Sumps	\$10,000
Computer Equipment Including Electronic Data	\$50,000
Laptop or Mobile Device(s) (while in transit or away from described premises)	\$5,000
Employee Theft (Including ERISA)	\$50,000
Expediting Expense	\$50,000
Fine Arts at Market Value	\$25,000
Fire Department Service Charge	\$25,000
Fire Protection Equipment Recharge	\$25,000
Forgery or Alteration	\$25,000
Foundations, Underground Pipes, Flues or Drains	Included in the Building Limit of the Described Premises
Leasehold Interest - Improvements And Betterments	\$25,000
Loss Data Preparation Cost	\$25,000
Lost Key Consequential Loss	\$25,000
Money and Securities	
On-Premises	\$25,000
Off-Premises	\$25,000
Money Orders and Counterfeit Money	\$50,000
Newly Acquired Or Constructed Property	180 Days Reporting
Buildings and/or Business Personal Property	\$2,000,000

Ordinance or Law	
Undamaged Portion of Building	Included in the Building Limit of the Described Premises
Demolition Cost and Increased Cost of Construction	\$100,000
Outdoor Property	\$50,000
Per Tree, Shrub Or Plant Sublimit	\$1,000
Outdoor Signs	\$25,000
Personal Effects And Property Of Others	\$25,000
Pollutant Clean Up And Removal	\$50,000
Preservation Of Property	90 Days
Property in the Care, Custody and Control Of Salespersons	\$15,000
Property Off-Premises and In Transit	\$50,000
Reward Payment	\$25,000
Spoilage	\$25,000
Temporary Relocation of Property (Renovation And Remodeling)	\$50,000
Tenants Exterior Building Glass	Included in the Business Personal Property Limit of the Described Premises
Theft Damage to Leased Buildings	\$15,000
Theft of Furs, Fur Garments and Garments Trimmed in Fur	\$10,000
Theft of Jewelry, Watches, Semiprecious Metals	\$10,000
Theft of Patterns, Dies, Molds And Forms	Included in the Business Personal Property Limit of the Described Premises
Theft of Stamps, Tickets Held For Sale	\$2,500
Utility Services - Direct Damage	\$25,000
Valuable Papers And Records (Other Than Electronic Data)	\$100,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UTILITY SERVICES - DIRECT DAMAGE  
OVERHEAD TRANSMISSION OR DISTRIBUTION LINES**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

**Schedule**

Coverage	Limits of Insurance
Utility Services Direct Damage Overhead Transmission or Distribution Lines	\$25,000

The provisions of the **Building And Personal Property Coverage Form** apply except as otherwise provided in this endorsement.

**A. Coverage**

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to Overhead Transmission or Distribution Lines that provide the services shown below in paragraph C.

**B. Exception**

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to:

1. Electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies, or
2. Underground transmission or distribution lines.

**C. Utility Services include:**

1. Communication Supply Services, meaning the following types of property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - a. Communication transmission lines;

b. Coaxial cables; and

c. Microwave radio relays except satellites.

It does not include underground transmission or distribution lines.

2. Power Supply Services, meaning the following types of property supplying electricity, team or gas to the described premises:

a. Utility generating plants;

b. Switching stations;

c. Substations;

d. Transformers; and

e. Transmission lines.

It does not include underground transmission or distribution lines.

- D. As used in this endorsement, the term transmission lines includes all overhead lines which serve to transmit communication service or power, including overhead lines which may be identified as distribution lines.

- E. The most we will pay for loss under this endorsement in any one occurrence is the limit shown in the schedule for Utility Services Direct Damage Overhead Transmission or Distribution Lines.

- F. The Utility Services Direct Damage Overhead Transmission or Distribution Lines Limit of Insurance shown in the schedule is part of, not in addition to, the Limit of Insurance stated in the Declarations as applicable to the Covered Property.

COMMERCIAL PROPERTY  
CL CP 05 32 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## Tenant Property Coverage Required by Lease

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM****SCHEDULE OF COVERAGE**

Coverage	Annual Aggregate Limit
Tenant Property Coverage Required by Lease	\$ 25,000 or the Business Personal Property Limit of the Described Premises, whichever is less

The provisions of the **Building and Personal Property Coverage Form** apply, except as otherwise provided in this endorsement.

**I. Changes to the Building and Personal Property Coverage Form**

- A.** The **Coverage Extensions** are amended to include the following coverage:

**Tenant Property Coverage Required by Lease:**

1. For the purposes of this endorsement, if you are a tenant you may extend the coverage for Business Personal Property to include building property other than glass that you do not own and is part of the building where you are a tenant.
2. We will pay for direct physical loss of or damage to building property other than glass at the building where you are a tenant caused by or resulting from a Covered Cause of Loss, provided that:
  - a. The building is described in the Declarations and a Business Personal Property Limit applies; and
  - b. You have a contractual liability to pay for the direct physical loss of or damage to such property.

However, we will not pay for direct physical loss or damage resulting from any maintenance including, but not limited to, faulty, inadequate or defective maintenance of part or all of any such property regardless of your contractual liability.

3. Insurance under this **Coverage Extension** is excess over any other

insurance available to the building property other than glass that you have a contractual liability for including coverage provided under:

- a. This Coverage Form;
- b. A Policy or Endorsement for Your Business Personal Property; or
- c. A Policy or Endorsement for Personal Property of Others.

- B.** When this **Coverage Extension** applies, the **Limits of Insurance** section is amended to include:

In regards to Tenant Property Coverage Required by Lease, the Annual Aggregate Limit shown in the Schedule above will apply in accordance with the following:

1. The Annual Aggregate Limit shown is the most we will pay for all covered losses to the building property other than glass:
  - a. In a one-year term of the Policy Period shown in the Declarations; or
  - b. If the time between the inception of the one-year term of the Policy Period and the termination date of this policy is less than such one-year term, the actual period of coverage of this policy.

No Annual Aggregate Limit or unused portion of such Annual Aggregate Limit during any Policy Period will be cumulative with any other Annual Aggregate Limit applicable to the same coverage during any other one-year or less than one-year term of a Policy Period.

Upon exhaustion of the Annual Aggregate shown in the Schedule, we will have no further obligations or liability of any kind under this Coverage Extension.

2. Subject to paragraph **B.1.** above, the most we will pay for any one occurrence is the lesser of:
  - a. The amount for which you are liable under contract;
  - b. The remaining portion of the Annual Aggregate Limit shown in the Schedule above; or
  - c. The Limit shown for Business Personal Property in the Declarations.
3. The Annual Aggregate Limit shown in the Schedule above is part of, and not in addition to, the Limit(s) of Insurance shown in the Declarations for Business Personal Property.

**C.** With respect to the coverage provided by this **Coverage Extension**, the **Deductible** section is amended as follows:

1. The Deductible applicable under this endorsement is the Deductible shown for Business Personal Property at the premises where you are a tenant and the covered loss occurred
2. We will not pay for loss in any one occurrence until the amount of the adjusted covered loss, before applying the applicable Annual Aggregate Limit of Insurance, exceeds the Deductible shown for Business Personal Property in the Declarations. We will then pay the amount of the adjusted covered loss in excess of the Deductible, up to the applicable Annual Aggregate Limit shown in the Schedule above.

**D.** With respect to the coverage provided by this **Coverage Extension**, the **Valuation** section is amended to add the following:

The valuation of the tenant property required by lease covered under this endorsement will be determined in accordance with the terms of the Valuation Condition indicated in the Declarations for the Business Personal Property at the premises where you are a tenant and the covered loss occurred.

All other provisions, conditions, and exclusions of the policy remain unchanged.



## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

### b. Your Business Personal Property

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

### c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

  - (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
  - (c) Rowboats or canoes out of water at the described premises; or
  - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
  - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
  - (2) Debris Removal does not apply to costs to:
    - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
    - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
    - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
  - (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (e) Remove deposits of mud or earth from the grounds of the described premises;
  - (f) Extract "pollutants" from land or water; or
  - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

### **(5) Examples**

The following examples assume that there is no Coinsurance penalty.

#### **Example 1**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3)**.

#### **Example 2**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph **(4)**. Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

#### **b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1)** While it is being moved or while temporarily stored at another location; and
- (2)** Only if the loss or damage occurs within 30 days after the property is first moved.

#### **c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1)** Assumed by contract or agreement prior to loss; or
- (2)** Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.
- (3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
- The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
    - (i) Until the property is actually repaired or replaced at the same or another premises; and
    - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.



- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
  - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
  - (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
  - (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.
- f. Electronic Data**
- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
  - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
    - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
    - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
    - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
    - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## 5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### a. Newly Acquired Or Constructed Property

#### (1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

## (2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
  - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
  - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

## (3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.



Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
  - (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

#### D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

#### Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

$$\begin{array}{r} \$ 60,100 \\ - \quad 250 \\ \hline \end{array}$$

\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

$$\$59,850 + \$80,000 = \$139,850$$

#### Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

#### E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

##### 1. Abandonment

There can be no abandonment of any property to us.

##### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

##### 3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.

- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
  
Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
  - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (8) Cooperate with us in the investigation or settlement of the claim.
- b.** We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a.** In the event of loss or damage covered by this Coverage Form, at our option, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b.** The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c.** We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d.** We will not pay you more than your financial interest in the Covered Property.
- e.** We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f.** We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g.** We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

- h.** A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

## **5. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## **6. Vacancy**

### **a. Description Of Terms**

- (1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
- (a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

- (b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i)** Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
- (ii)** Used by the building owner to conduct customary operations.

- (2)** Buildings under construction or renovation are not considered vacant.

### **b. Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1)** We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
- (a)** Vandalism;
- (b)** Sprinkler leakage, unless you have protected the system against freezing;
- (c)** Building glass breakage;
- (d)** Water damage;
- (e)** Theft; or
- (f)** Attempted theft.
- (2)** With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## **7. Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

- a.** At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.
- b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
- (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
  - (1) Actual cash value of the lost or damaged property if you make repairs promptly.
  - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

## F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

### Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

### Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ( $\$40,000$  amount of loss minus the deductible of \$250).



- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

### Example 3

When: The value of the property is:

Building at Location 1:	\$ 75,000
Building at Location 2:	\$ 100,000
Personal Property at Location 2:	<u>\$ 75,000</u>
	\$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000

The Deductible is: \$ 1,000

The amount of loss is:

Building at Location 2: \$ 30,000

Personal Property at Location 2: \$ 20,000  
\$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$

(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

## 2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

## G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

## 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

### Example

If: The applicable Limit of Insurance is: \$ 100,000  
 The annual percentage increase is: 8%  
 The number of days since the beginning of the policy year (or last policy change) is: 146  
 The amount of increase is:  
 $\$100,000 \times .08 \times 146 \div 365 =$  \$ 3,200

## 3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence;
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

**4. Extension Of Replacement Cost To Personal Property Of Others**

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

**H. Definitions**

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.



## BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Definitions.

### A. Coverage

#### 1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

#### 2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

**3. Covered Causes Of Loss, Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**4. Additional Limitation – Interruption Of Computer Operations**

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

**5. Additional Coverages**

**a. Civil Authority**

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
  - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

**b. Alterations And New Buildings**

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

**c. Extended Business Income****(1) Business Income Other Than "Rental Value"**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**(2) "Rental Value"**

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
  - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**d. Interruption Of Computer Operations**

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations – does not apply based on Paragraph **A.4.d.** therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
  - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

## 6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
  - (1) This policy expires;

(2) 30 days expire after you acquire or begin to construct the property; or

(3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

## **B. Limits Of Insurance**

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

## **C. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### **1. Appraisal**

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

## **2. Duties In The Event Of Loss**

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (7) Cooperate with us in the investigation or settlement of the claim.
  - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.



### 3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
  - (1) The Net Income of the business before the direct physical loss or damage occurred;
  - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - (4) Other relevant sources of information, including:
    - (a) Your financial records and accounting procedures;
    - (b) Bills, invoices and other vouchers; and
    - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
  - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
    - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
  - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

### c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

### 4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

### D. Additional Condition

#### COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:
  - a. The Net Income (Net Profit or Loss before income taxes), and
  - b. Operating expenses, including payroll expenses,
 that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form **CP 15 11** is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form **CP 15 10** is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

### Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
 The Coinsurance percentage is: 50%  
 The Limit of Insurance is: \$ 150,000  
 The amount of loss is: \$ 80,000

Step (1):  $\$400,000 \times 50\% = \$200,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$150,000 \div \$200,000 = .75$

Step (3):  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

### Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
 The Coinsurance percentage is: 50%  
 The Limit of Insurance is: \$ 200,000  
 The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$400,000 \times 50\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

### E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

#### 1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:

- (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
- (2) The Limit Of Insurance shown in the Declarations.

## 2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

### Example

When: The Limit of Insurance is:	\$ 120,000
The fraction shown in the Declarations for this Optional Coverage is:	1/4
The most we will pay for loss in each period of 30 consecutive days is:	\$ 30,000
(\$120,000 x 1/4 = \$30,000)	
If, in this example, the actual amount of loss is:	
Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	<u>\$ 90,000</u>
We will pay:	
Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	<u>\$ 80,000</u>

The remaining \$10,000 is not covered.

## 3. Business Income Agreed Value

- a. To activate this Optional Coverage:
  - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
    - (a) During the 12 months prior to the date of the Work Sheet; and

(b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

(2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:

- (a) The Coinsurance percentage shown in the Declarations; multiplied by
- (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

b. The Additional Condition, Coinsurance, is suspended until:

- (1) 12 months after the effective date of this Optional Coverage; or
- (2) The expiration date of this policy; whichever occurs first.

c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:

- (1) Within 12 months of the effective date of this Optional Coverage; or
- (2) When you request a change in your Business Income Limit of Insurance.

d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

- (1) The Business Income Limit of Insurance; divided by
- (2) The Agreed Value.

### Example

When: The Limit of Insurance is:	\$ 100,000
The Agreed Value is:	\$ 200,000
The amount of loss is:	\$ 80,000

Step (1):  $\$100,000 \div \$200,000 = .50$

Step (2):  $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

## 4. Extended Period Of Indemnity

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.



**F. Definitions**

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
  - a. Begins:
    - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
    - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
 

caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - b. Continuing normal operating expenses incurred in connection with that premises, including:
    - (1) Payroll; and
    - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

**COMMERCIAL PROPERTY**

## **COMMERCIAL PROPERTY CONDITIONS**

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

**A. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

**B. CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. INSURANCE UNDER TWO OR MORE COVERAGES**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**D. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

**E. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**F. NO BENEFIT TO BAILEE**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**G. OTHER INSURANCE**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**H. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

POLICY NUMBER: CPA 3221921-20

COMMERCIAL PROPERTY  
CP 04 11 09 17**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PROTECTIVE SAFEGUARDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY**SCHEDULE**

Premises Number	Building Number	Protective Safeguards Symbols Applicable
1	1	P-1 - Automatic Sprinkler System
<b>Describe any "P-9":</b>		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A.** The following is added to the Commercial Property Conditions:**Protective Safeguards**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, if part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

**B.** The following is added to the **Exclusions** section of:

Causes Of Loss – Basic Form

Causes Of Loss – Broad Form

Causes Of Loss – Special Form

Mortgageholders Errors And Omissions Coverage Form

Standard Property Policy

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

**"P-1" Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
  - (1) Sprinklers and discharge nozzles;
  - (2) Ducts, pipes, valves and fittings;
  - (3) Tanks, their component parts and supports; and
  - (4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
  - (1) Non-automatic fire protective systems; and
  - (2) Hydrants, standpipes and outlets.

**"P-2" Automatic Fire Alarm**, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

**"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.

**"P-5" Automatic Commercial Cooking Exhaust And Extinguishing System** installed on cooking appliances and having the following components:

- a. Hood;
- b. Grease removal device;
- c. Duct system; and
- d. Wet chemical fire extinguishing equipment.

**"P-9"**, the protective system described in the Schedule.

## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.



But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

**a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:**

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

**d.(1) Wear and tear;**

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.**

**f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.**



- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1) You do your best to maintain heat in the building or structure; or
  - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, including any of the following conditions of property or any part of the property:
  - (1) An abrupt falling down or caving in;
  - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or
  - (b) To collapse caused by one or more of the following:
    - (i) The "specified causes of loss";
    - (ii) Breakage of building glass;
    - (iii) Weight of rain that collects on a roof; or
    - (iv) Weight of people or personal property.
  - l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
- This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c. Faulty, inadequate or defective:
    - (1) Planning, zoning, development, surveying, siting;
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) Materials used in repair, construction, renovation or remodeling; or
    - (4) Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph **B.1.a.** Ordinance Or Law;
  - (b) Paragraph **B.1.c.** Governmental Action;
  - (c) Paragraph **B.1.d.** Nuclear Hazard;
  - (d) Paragraph **B.1.e.** Utility Services; and
  - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

##### (b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**5. Additional Exclusion**

The following provisions apply only to the specified property:

**Loss Or Damage To Products**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**C. Limitations**

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.
 

However, this limitation does not apply to:

  - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
  - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
  - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
  - (2) Changes in or extremes of temperature;
  - (3) Disease;
  - (4) Frost or hail; or
  - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
  - a. Animals, and then only if they are killed or their destruction is made necessary.
  - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
    - (1) Glass; or
    - (2) Containers of property held for sale.
  - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.
 

However, this limitation does not apply:

    - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a.** \$2,500 for furs, fur garments and garments trimmed with fur.
- b.** \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c.** \$2,500 for patterns, dies, molds and forms.
- d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a.** Results in discharge of any substance from an automatic fire protection system; or
- b.** Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a.** Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b.** Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does not apply to:

- a.** A building or any part of a building that is in danger of falling down or caving in;
- b.** A part of a building that is standing, even if it has separated from another part of the building; or
- c.** A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;



- b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
  - b. The personal property which collapses is inside a building; and
  - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

#### **E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

**3. Glass**

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

**G. Definitions**

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following:
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or
    - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
  - c. Water damage means:
    - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

IL 01 05 10 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES – POLLUTION**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
STANDARD PROPERTY POLICY

In this Coverage Part or Policy, any exclusion, limitation or other provision relating to pollutants ("pollutants"), or any amendment to or replacement of such exclusions, limitations or other provisions, applies whether or not the irritant or contaminant has any function in or on your business, operations, premises, site or location.



**COMMERCIAL GENERAL LIABILITY  
B CG DS 01 10 01****Issuing Company:** Union Insurance Company, 11201 Douglas Ave, Des Moines, IA 50306-1594**Claim Handling Office:** P.O. Box 1594, Des Moines, IA 50306-1594; 800-235-2942**After Hours Claim Reporting:** 866-232-6724**Underwriting Servicing Office:** 11201 Douglas Avenue, Urbandale, IA 50322; 800-235-2942**COMMERCIAL GENERAL LIABILITY DECLARATIONS****Policy No.:** CPA 3221921 - 20

Previous Policy No.: -

**NAMED INSURED AND ADDRESS**Schicker Automotive Group  
c/o Schicker Ford of St Louis  
3300 S Kingshighway Blvd  
Saint Louis, MO 63139**AGENCY NAME AND ADDRESS**(314)432-6464  
Missouri General Insurance Agency Inc  
1227 Fern Ridge PKWY  
St Louis, MO 63141

41340

**POLICY PERIOD**

Policy Period: From 05/18/2019 to 05/18/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business:

Individual\_\_\_\_ Partnership\_\_\_\_ Joint Venture\_\_\_\_ Trust\_\_\_\_ Limited Liability Company\_\_\_\_  
Organization, including a corporation (but not including a partnership, joint venture or limited liability  
company) \_\_X\_\_**TOTAL ADVANCE PREMIUM****\$ 500****LIMITS OF INSURANCE**

Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person
Personal & Advertising Injury Limit	\$	1,000,000	Any One Person or Organization
General Aggregate Limit	\$	2,000,000	
(Other Than Products-Completed Operations)			
Products-Completed Operations Aggregate Limit	\$	2,000,000	

**Location of All Premises You Own, Rent or Occupy:***See attached "Schedule of Locations"*

Policy No.: CPA 3221921 - 20

**CLASSIFICATION & PREMIUM**

The Premium &amp; Classifications are subject to change by audit. Audit period: ANNUALLY

Classification	Code No.	Premium Base	Prem/ Ops	Rate Prod/ Comp Ops	Advance Premium Prem/ Ops	Prod/ Comp Ops	Other
<b>Missouri</b>							
<b>Location #14</b>							
Vacant Land (Other than Not-For-Profit) - Products-completed operations are subject to the General Aggregate Limit	49451	5.00 Each Acre	1.251		\$159		
Premium for Terrorism							<b>\$2</b>
Product Balance to Minimum Premium							\$339
<b>Total Advance Premium</b>						<b>\$500</b>	

**FORMS ATTACHED TO THIS POLICY***See attached "Schedule of Forms and Endorsements"*

**COMMERCIAL GENERAL LIABILITY**  
**CL CG FS 01 09 08**

Policy Number: **CPA 3221921 - 20**

## SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

### Commercial General Liability

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	B CG DS 01	10-2001	Commercial General Liability Declarations
ALL	CL CG FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CG 00 01	04-2013	Commercial General Liability Coverage Form
ALL	CG 01 34	08-2003	Missouri Changes - Pollution Exclusion
ALL	CG 21 06	05-2014	Exclusion - Access or Disclosure of Confidential Or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
ALL	CG 21 09	06-2015	Exclusion - Unmanned Aircraft
ALL	CG 21 41	11-1985	Exclusion - Intercompany Products Suits
ALL	CG 21 46	07-1998	Abuse Or Molestation Exclusion
ALL	CG 21 47	12-2007	Employment Related Practices Exclusion
ALL	CG 21 67	12-2004	Fungi Or Bacteria Exclusion
ALL	CG 21 71	01-2015	Exclusion of Other Acts of Terrorism Committed Outside The United States; Cap on Losses From Certified Acts of Terrorism
ALL	CG 21 76	01-2015	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
ALL	CG 21 96	03-2005	Silica Or Silica - Related Dust Exclusion
ALL	CG 26 25	04-2005	Missouri Changes - Guaranty Association
ALL	CG 26 50	04-2013	Missouri Changes - Medical Payments
ALL	CL CG 21 08	11-2010	Asbestos Exclusion
ALL	CL CG 24 01	09-2016	Bodily Injury Redefined

*\*When the word "ALL" appears in the state column, the form applies to all states on the policy.*

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".



(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or



- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

### **d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### **e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.



3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.



**9. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**10.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**11. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES – POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** and to Subparagraph m., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability** or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **g. Aircraft, Auto Or Watercraft**

###### **(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

###### **(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 26 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or



(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**B.** The following exclusion is added to Paragraph **2. Exclusions of Coverage B – Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**C.** The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."



COMMERCIAL GENERAL LIABILITY  
CG 21 46 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.**

## **ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

COMMERCIAL GENERAL LIABILITY  
CG 21 47 12 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY  
CG 21 67 12 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF OTHER ACTS OF TERRORISM  
COMMITTED OUTSIDE THE UNITED STATES; CAP ON  
LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

  - C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
  - D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COMMERCIAL GENERAL LIABILITY  
CG 21 76 01 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B. The following definition is added:**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

COMMERCIAL GENERAL LIABILITY  
CG 21 96 03 05

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**COMMERCIAL GENERAL LIABILITY  
CG 26 25 04 05**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MISSOURI CHANGES – GUARANTY ASSOCIATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**MISSOURI PROPERTY AND CASUALTY  
INSURANCE GUARANTY ASSOCIATION  
COVERAGE LIMITATIONS**

- A.** Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B.** The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.



**COMMERCIAL GENERAL LIABILITY  
CG 26 50 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MISSOURI CHANGES – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Paragraph 1.a. of **Coverage C – Medical Payments** is replaced by the following:

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;

- (b) The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

COMMERCIAL GENERAL LIABILITY  
CL CG 21 08 11 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following is added to Paragraph 2. Exclusions of both **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to:

**Asbestos**

- a.** "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" related, in whole or in part, to the actual, alleged, or threatened presence of, or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This includes ingestion of, inhalation of, absorption of, contact with, existence of, presence of, or exposure to, "asbestos". Such injury from or exposure to "asbestos" also includes, but is not limited to:
1. The existence, installation, storage, handling or transportation of "asbestos";
  2. The removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;
  3. The disposal of "asbestos";
  4. Any structures, manufacturing processes, or products containing "asbestos";
  5. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
  6. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

Such injury or damage is excluded regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- b.** Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising, in whole or in part, out of:

1. Any claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or
2. The testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or
3. Any claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

- B.** The following exclusion is added to Paragraph 2., Exclusions, of **Coverage C Medical Payments**:

We will not pay expenses for "bodily injury":

**Asbestos**

Due to the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of, "asbestos" in any form.

- C.** The following definitions are added to the **Definitions** Section:

1. "Asbestos" means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any gases, vapors, scents or by-products produced or released by asbestos.
2. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

COMMERCIAL GENERAL LIABILITY  
CL CG 24 01 09 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BODILY INJURY REDEFINED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "bodily injury" in the **Definitions** section is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**COMMERCIAL AUTO**  
**B CA DS 26 06 15**

**Issuing Company:** Union Insurance Company, 11201 Douglas Ave, Des Moines, IA 50306-1594

**Claim Handling Office:** P.O. Box 1594, Des Moines, IA 50306-1594: 800-235-2942

**After Hours Claim Reporting:** 866-232-6724

**Underwriting Servicing Office:** 11201 Douglas Avenue, Urbandale, IA 50322; 800-235-2942

## **AUTO DEALERS DECLARATIONS**

**Policy No.:** CPA 3221921 - 20

**Previous Policy No.:** -

### **ITEM ONE**

<b>NAMED INSURED AND ADDRESS</b>	<b>AGENCY NAME AND ADDRESS</b>	<b>41340</b>
Schicker Automotive Group c/o Schicker Ford of St Louis 3300 S Kingshighway Blvd Saint Louis, MO 63139	(314)432-6464 Missouri General Insurance Agency Inc 1227 Fern Ridge PKWY St Louis, MO 63141	

### **POLICY PERIOD**

The Policy Period is from 05/18/2019 to 05/18/2020 12:01 A.M. Standard Time at your Mailing Address shown above.

**Form of Business:** Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**Premium Shown Is Payable At Inception** \$ 247,714.00

**Audit Period (If Applicable):** ANNUALLY

**Endorsements Attached To This Policy:**

*See attached "Schedule of Forms and Endorsements"*

### **Countersignature Of Authorized Representative**

**Name:**

**Title:**

**Signature:**

**Date:**

**Note:** Officer's facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

Policy No.: CPA 3221921 - 20

**ITEM TWO****Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge and limit, if applicable, are shown in the columns below. Each of the "auto"-related coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from Section I - Covered Autos Coverages of the Auto Dealers Coverage Form next to the name of the "auto"-related coverage.**

<b>Coverages &amp; Limits</b>	<b>Covered Autos</b>	<b>Premium</b>
<b>Covered Autos Liability</b> Limit = \$ 1,000,000 Each "Accident"	21	\$ 196,305.00
<b>General Liability Bodily Injury And Property Damage Liability</b> Limit = \$ 1,000,000 Each "Accident"		
<b>Damages To Premises Rented To You</b> Limit = \$ 100,000 Any One Premises		
<b>Personal And Advertising Injury Liability</b> Limit = \$ 1,000,000 Any One Person Or Organization		
<b>General Liability Aggregate</b> Limit = \$ 1,000,000		
<b>Products And Work You Performed Aggregate</b> Limit = \$ 1,000,000		
<b>Locations And Operations Medical Payments</b> Limit = \$ 5,000 Any One Person	21	\$ 8,189
<b>Personal Injury Protection (Or Equivalent No-Fault Coverage)</b> Limit = Separately Stated In Each PIP Endorsement Minus \$ Deductible. <i>See Item Seven For Covered Autos Insured On A Specified Car Basis</i>		\$
<b>Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)</b> Limit = Separately Stated In Each Added PIP Endorsement		\$
<b>Property Protection Insurance (Michigan Only)</b> Limit = Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident		\$
<b>Auto Medical Payments</b> Limit = \$ Each Insured <i>See Item Seven For Covered Autos Insured On A Specified Car Basis</i>		\$
<b>Medical Expense And income Loss Benefits (Virginia Only)</b> Limit = Separately Stated In The Medical Expense And Income Loss Benefits Endorsement		\$
<b>Uninsured Motorists</b> Limit = Separately Stated In Each UM Endorsement	26	\$ 2,441
<b>Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)</b> Limit = Separately Stated In Each UIM Endorsement	26	\$ 1,454

Policy No.: CPA 3221921 - 20

**ITEM TWO****Schedule Of Coverages And Covered Autos (Cont'd)**

<b>Supplementary Uninsured Motorists (New York Only)</b> Limit = \$ The maximum amount payable under SUM Coverage shall be the policy's SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.		\$	
<b>Garagekeepers Comprehensive Coverage</b> Limit = Separately Stated For Each Location In Item Five	30	\$	4,204
<b>Garagekeepers Specified Causes Of Loss Coverage</b> Limit = Separately Stated For Each Location In Item Five		\$	
<b>Garagekeepers Collision Coverage</b> Limit = Separately Stated For Each Location In Item Five	30	\$	3,005
<b>Physical Damage Specified Causes Of Loss Coverage</b> Limit = Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See Item Seven For Covered Autos Insured On A Specified Car Basis Deductible For Each Covered Auto, For Loss Caused By Mischief Or Vandalism. See Item Six For Dealers Autos		\$	
<b>Physical Damage Collision Coverage</b> Limit = Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See Item Seven For Covered Autos Insured On A Specified Car Basis Deductible For Each Covered Auto. See Item Six For Dealers Autos		\$	
<b>Acts, Errors Or Omissions Liability</b> Limit = \$ 500,000 Aggregate \$ 1,000 Per Claim Deductible		\$	1,440
<b>Premium For Endorsements</b>		\$	30,676
<b>Estimated Total Premium*</b>		\$	247,714.00
*This Policy May Be Subject To Final Audit.			

**ITEM THREE****Locations Where You Conduct Garage Operations**

See "Schedule of Locations"

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## ITEM FOUR

**Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 1</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	0.00
Class I Employees Regular Operators	45	45.00
Class I Employees All Others	76	30.40
Class I Part Time Regular Operators w/ furnished Auto	0	0.00
Class II Non-Employees Under Age 25	0	.00
Class II Non-Employees Age 25 Or Over	0	.00
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		<b>75.40</b>
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	108,568.00
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>108,658.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 2</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>



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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 3</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 4</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	0.00
Class I Employees Regular Operators	5	5.00
Class I Employees All Others	1	.40
Class I Part Time Regular Operators w/ furnished Auto	0	0.00
Class II Non-Employees Under Age 25	0	.00
Class II Non-Employees Age 25 Or Over	0	.00
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		<b>5.40</b>
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	7,775.00
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>7,865.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 5</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 6</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	0.00
Class I Employees Regular Operators	16	16.00
Class I Employees All Others	25	10.00
Class I Part Time Regular Operators w/ furnished Auto	0	0.00
Class II Non-Employees Under Age 25	0	.00
Class II Non-Employees Age 25 Or Over	0	.00
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		26.00
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	21,608.00
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>21,698.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 7</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 8</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 9</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	0.00
Class I Employees Regular Operators	19	19.00
Class I Employees All Others	33	13.20
Class I Part Time Regular Operators w/ furnished Auto	0	0.00
Class II Non-Employees Under Age 25	0	.00
Class II Non-Employees Age 25 Or Over	0	.00
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		32.20
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	23,331.00
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>23,421.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 10</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>



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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 11</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	0.00
Class I Employees Regular Operators	16	16.00
Class I Employees All Others	25	10.00
Class I Part Time Regular Operators w/ furnished Auto	0	0.00
Class II Non-Employees Under Age 25	0	.00
Class II Non-Employees Age 25 Or Over	0	.00
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		26.00
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	18,839.00
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>18,929.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 12</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	0.00
Class I Employees Regular Operators	5	5.00
Class I Employees All Others	1	.40
Class I Part Time Regular Operators w/ furnished Auto	0	0.00
Class II Non-Employees Under Age 25	0	.00
Class II Non-Employees Age 25 Or Over	0	.00
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		<b>5.40</b>
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	8,288.00
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>8,378.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 13</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	0.00
Class I Employees Regular Operators	5	5.00
Class I Employees All Others	1	.40
Class I Part Time Regular Operators w/ furnished Auto	0	0.00
Class II Non-Employees Under Age 25	0	.00
Class II Non-Employees Age 25 Or Over	0	.00
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		<b>5.40</b>
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	7,775.00
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>7,865.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 16</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 17</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>

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**ITEM FOUR****Liability Coverage And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premiums**

<b>Location Number: 18</b>		
<b>Classes Of Operators</b>	<b>Number Of Persons</b>	<b>Rating Units</b>
Part Time All Other Not Regular Operators	0	
Class I Employees Regular Operators	1	
Class I Employees All Others	0	
Class I Part Time Regular Operators w/ furnished Auto	0	
Class II Non-Employees Under Age 25	0	
Class II Non-Employees Age 25 Or Over	0	
All Employees (Only For Trailer Dealers)		
<b>Total Rating Units</b>		
<b>Premiums</b>		
Covered Autos Liability And General Liability Premium	\$	
Personal Injury Protection Premium	\$	0
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (VA Only)	\$	
Income Loss Benefits Premium (VA Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	90
<b>Total Premium</b>	<b>\$</b>	<b>90.00</b>
<b>Total Liability And Liability And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) - Premium For All Locations</b>	<b>\$</b>	<b>196,814.00</b>

**DEFINITIONS****Class I - Employees**

**Regular Operator** - Proprietors, partners and officers active in the "garage operations", salespersons, general managers, service managers, any "employee" whose principal duty involves the operation of covered "autos" or who is furnished a covered "auto."

**All Others** All other "employees"

**NOTE:**

1. Part-time "employees" working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
2. Part-time "employees" working an average of less than 20 hours a week for the number weeks worked are to be counted as ½ rating unit each.

**Class II - Non-Employees**

Any of the following persons who are regularly furnished with a covered "auto": inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

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## ITEM FIVE

## Garagekeepers Coverages And Premiums

Location Number: 1			
Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 845
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$1,000,000	Limit Of Insurance Minus	
<b>Specified Causes Of Loss</b>	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	\$
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
	\$	Limit Of Insurance Minus	
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
<b>Collision</b>	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	\$
	\$	Limit Of Insurance Minus	
	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$1,000,000	Limit Of Insurance Minus	\$ 611
	\$2,500	Deductible For Each Customer's Auto.	

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## ITEM FIVE

## Garagekeepers Coverages and Premiums (Cont'd)

Location Number: 2

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 76
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$50,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	
	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$50,000	Limit Of Insurance Minus	\$ 51
	\$2,500	Deductible For Each Customer's Auto.	

Location Number: 3

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 76
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$50,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	



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	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$50,000 \$2,500	Limit Of Insurance Minus Deductible For Each Customer's Auto.	\$ 51

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## ITEM FIVE

## Garagekeepers Coverages and Premiums (Cont'd)

Location Number: 5

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 76
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$50,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	
	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$50,000	Limit Of Insurance Minus	\$ 51
	\$2,500	Deductible For Each Customer's Auto.	

Location Number: 6

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 774
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$900,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	

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	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$900,000 \$2,500	Limit Of Insurance Minus Deductible For Each Customer's Auto.	\$ 560

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## ITEM FIVE

## Garagekeepers Coverages and Premiums (Cont'd)

Location Number: 7

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 466
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$500,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	
	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$500,000	Limit Of Insurance Minus	\$ 333
	\$2,500	Deductible For Each Customer's Auto.	

Location Number: 8

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 76
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$50,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	

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	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$50,000 \$2,500	Limit Of Insurance Minus Deductible For Each Customer's Auto.	\$ 51

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## ITEM FIVE

## Garagekeepers Coverages and Premiums (Cont'd)

Location Number: 9

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 774
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$900,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	
	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$900,000	Limit Of Insurance Minus	\$ 560
	\$2,500	Deductible For Each Customer's Auto.	

Location Number: 10

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 76
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$50,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	

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	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$50,000 \$2,500	Limit Of Insurance Minus Deductible For Each Customer's Auto.	\$ 51

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## ITEM FIVE

## Garagekeepers Coverages and Premiums (Cont'd)

Location Number: 11

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 737
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$850,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	
	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$850,000	Limit Of Insurance Minus	\$ 533
	\$2,500	Deductible For Each Customer's Auto.	

Location Number: 16

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 76
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$50,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	



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	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$50,000 \$2,500	Limit Of Insurance Minus Deductible For Each Customer's Auto.	\$ 51

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## ITEM FIVE

## Garagekeepers Coverages and Premiums (Cont'd)

Location Number: 17

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 76
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$50,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	
	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$50,000	Limit Of Insurance Minus	\$ 51
	\$2,500	Deductible For Each Customer's Auto.	

Location Number: 18

Coverages	Limit Of Insurance And Deductible		Premium
<b>Comprehensive</b>	\$	Limit Of Insurance Minus	\$ 76
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$50,000	Limit Of Insurance Minus	
	\$2,500	Deductible For All Perils For Each Customer's Auto Subject To	
	\$25,000	Maximum Deductible For All Such Loss In Any One Event.	
<b>Specified Causes Of Loss</b>	\$	Limit Of Insurance Minus	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR	
	\$	Limit Of Insurance Minus	

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	\$	Deductible For All Perils For Each Customer's Auto Subject To	
	\$	Maximum Deductible For All Such Loss In Any One Event.	
<b>Collision</b>	\$50,000 \$2,500	Limit Of Insurance Minus Deductible For Each Customer's Auto.	\$ 51
<b>Total Garagekeepers Premium For All Locations</b>			\$ 7,209

**Direct Coverage Options**

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other Insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☒ **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

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**ITEM SIX**

**Physical Damage Coverage - Types Of Covered Autos And Interests In These Autos - Premiums - Reporting Or Nonreporting Basis**

Each of the following Physical Damage Coverages that is indicated in Item Two applies only to the types of "autos" and interests indicated below by "X".

Coverages	Types Of Autos		Interests Covered			
	New Autos	Used Autos, Demonstrators And Service Vehicles	Your Interest In Covered Autos You Own	Your Interest Only In Financed Covered Autos	Your Interest And The Interest Of Any Creditor Named As A Loss Payee	All Interests In Any Auto Not Owned By You Or Any Creditor While In Your Possession On Consignment For Sale
Comprehensive						
Specified Causes Of Loss						
Collision						

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**ITEM SIX****Physical Damage Coverage - Types Of Covered Autos And Interests In These Autos - Premiums - Reporting Or Nonreporting Basis (Cont'd)**

<b>Location Number:</b>		
<b>Coverages</b>	<b>Limit Of Insurance And Deductible</b>	<b>Premium</b>
<b>Comprehensive</b>	Limit Of Insurance Minus Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR Limit Of Insurance Minus Deductible For All Perils For Each Covered Auto Subject To Maximum Deductible For All Such Loss In Any One Event.	\$
<b>Specified Causes Of Loss</b>	Limit Of Insurance Minus Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event; OR Limit Of Insurance Minus Deductible For All Perils For Each Covered Auto Subject To Maximum Deductible For All Such Loss In Any One Event.	\$

<b>Blanket Collision (All Locations)</b>	\$0 Limit Of Insurance Minus \$ Deductible For Each Covered Auto	\$ 0
----------------------------------------------	---------------------------------------------------------------------	------

<b>Total Premium For All Locations</b>	\$
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**ITEM SIX****Physical Damage Coverage - Types Of Covered Autos And Interests In These Autos - Premiums - Reporting Or Nonreporting Basis (Cont'd)**

<b>Our limit of Insurance for "loss" at locations other than those stated in Item Three</b>	
\$	<b>Additional locations where you store covered "autos"</b>
\$	<b>In transit</b>

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**Premium Basis** - Reporting (Quarterly or Monthly) or Nonreporting (Indicate Basis Agreed Upon by "X")

- ☐ **Reporting Basis** (Quarterly or Monthly as indicated below by "X")  
You must report to us on our form the location of your covered "autos" and their total value at each such location. For your main sales location identified as location Number 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your "employees" or family members and other Class II - Non-Employees, and covered "autos" that are temporarily displayed or stored at locations other than those stated in Item Three. For your main sales location, you must include the total value of all service vehicles.

**Your Reporting Basis Is:**

- ☐ **Quarterly**  
You must give us your first report by the fifteenth of the fourth month after the policy begins. Your subsequent reports must be given to us by the fifteenth of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.
- ☐ **Monthly**  
You must give us your reports by the fifteenth of every month. Your reports will contain the total values you had on the last business day of the preceding month.

Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year, we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.

- ☒ **Nonreporting Basis**  
Stated limit of insurance shown above applies.

**Loss Payee** Any loss is payable as interest may appear to you and:

**SCHEDULE OF LOSS PAYEES**

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## ITEM SEVEN

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I or Class II Operator Or Which Are Insured On A Specified Car Basis

(Absence of a limit or deductible in a column for that vehicle means that the coverage does not apply)

Veh No.	DESCRIPTION			Original Cost New	Stated Amount Limit
	Year	Model	VIN Number		

COVERAGES						
Veh No.	Combined Single Limit	Personal Injury Protection		Property Protection Insurance (Michigan Only)	Auto Medical Payments Limit	Medical Expense & Income Loss (VA Only)
		Ded	Add'l PIP			

PREMIUMS								
Veh No.	Combined Single Limit	Basic PIP	Add'l PIP	Property Protection Insurance (Michigan Only)	MCCA	ATPA	Auto Med Pay	Med Exp & Inc Loss (VA Only)

Veh No.	PHYSICAL DAMAGE COVERAGE			PHYSICAL DAMAGE PREMIUMS			Total Premium
	Deductibles			Comp	Specified Causes Of Loss	Coll	
	Comp	Specified Causes Of Loss	Coll				

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**ITEM SEVEN**

**Schedule of Covered Autos Which Are Furnished To Someone Other Than A Class I or Class II Operator Or Which Are Insured On A Specific Car Basis (Cont'd)**

**SCHEDULE OF LOSS PAYEES**

<b>Veh. No.</b>	<b>Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests At The Time Of The Loss</b>



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**ITEM EIGHT****Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums**

<b>Covered Autos Liability Coverage - Cost Of Hire Rating Basis (Other Than Mobile Or Farm Equipment)</b>			
<b>Covered Autos Liability Coverage</b>	<b>State</b>	<b>Estimated Annual Cost Of Hire For Each State</b>	<b>Premium</b>
<b>Primary Coverage</b>	MO	\$ If Any	\$ 121MP
<b>Excess Coverage</b>		\$	\$
<b>Total Hired Auto Premium</b>			<b>\$ 121</b>
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

<b>Physical Damage Coverages - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)</b>				
<b>Coverage</b>	<b>State</b>	<b>Limit Of Insurance</b>	<b>Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)</b>	<b>Premium</b>
<b>Comprehensive</b>		<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning</b>	\$	\$
<b>Specified Causes Of Loss</b>		<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism</b>	\$	\$
<b>Collision</b>		<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto</b>	\$	\$
<b>Total Hired Auto Premiums:</b>				<b>\$</b>
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

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## ITEM EIGHT

## Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Other Than Physical Damage Coverages					
		Estimated Annual Cost Of Hire For Each State		Premium	
Coverage	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary					
Covered Autos Liability - Excess					
Personal Injury Protection					
Extraordinary Medical Benefits					
Medical Expense Benefits (Virginia Only)	VA				
Income Loss Benefits (Virginia Only)	VA				
Auto Medical Payments					
<b>Total Hired Auto Premiums:</b>					\$0
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

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## ITEM EIGHT

## Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Continued)

## Physical Damage Coverage

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Physical Damage Coverages						
Coverage	State	Limit of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning				
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism				
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto				
Total Hired Auto Premiums:						\$0
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.						

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**ITEM EIGHT****Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Rental Period Rating Basis - For Mobile Or Farm Equipment</b>					
<b>Coverage</b>	<b>Town And State Where The Job Site Is Located</b>	<b>Estimated Number Of Days Equipment Will Be Rented</b>		<b>Premium</b>	
		<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
<b>Covered Autos Liability - Primary Coverage</b>				\$	\$
<b>Covered Autos Liability - Excess Coverage</b>				\$	\$
<b>Personal Injury Protection</b>				\$	\$
<b>Medical Expenses Benefits (Virginia Only)</b>				\$	\$
<b>Income Loss Benefits (Virginia Only)</b>				\$	\$
<b>Auto Medical Payments</b>				\$	\$
<b>Total Hired Auto Premiums:</b>				\$	\$

**ITEM NINE****Covered Autos Liability Premium For Pick Up And Delivery Of Autos - Non-franchised Dealers Only**

<b>Number Of Driver Trips</b>	<b>Premium</b>
51 - 200 Miles	\$
Over 200 Miles	\$
<b>Total Premium</b>	\$

**COMMERCIAL AUTO**  
**CL CA FS 01 09 08**

Policy Number: **CPA 3221921 - 20**

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

### **Commercial Auto**

<b><u>State*</u></b>	<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
ALL	B CA DS 26	06-2015	Auto Dealers Declarations
ALL	CL CA FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CA 00 25	10-2013	Auto Dealers Coverage Form
ALL	CA 01 65	07-2016	Missouri Changes
ALL	CA 01 66	10-2013	Missouri Changes - Pollution Exclusion
ALL	CA 02 19	01-2016	Missouri Changes - Cancellation & Nonrenewal
ALL	CA 21 04	10-2013	Missouri Uninsured Motorists Coverage
ALL	CA 23 45	11-2016	Public Or Livery Passenger Conveyance And On-Demand Delivery Services Exclusion
ALL	CA 23 84	10-2013	Exclusion Of Terrorism
ALL	CA 23 94	10-2013	Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure
ALL	CA 25 01	10-2013	Broad Form Products Coverage
ALL	CA 25 15	10-2013	Full Covered Autos Liability Limit for Customers
ALL	CA 25 37	10-2013	Fungi or Bacteria Exclusion - General Liability Coverages
ALL	CA 25 39	10-2013	Silica or Silica-Related Dust Exclusion For General Liability Coverages
ALL	CA 25 48	10-2013	Employee Benefits Liability Coverage Claims - Made
ALL	CA 25 52	10-2013	Exclusion - Locations and Operations Medical Payments
ALL	CA 25 57	10-2013	Communicable Disease Exclusion for General Liability Coverages
ALL	CA 25 66	10-2013	Customer Complaint Legal Defense Coverage
ALL	CA 31 04	02-2018	Missouri Underinsured Motorists Coverage
ALL	CA 99 03	10-2013	Auto Medical Payments Coverage
ALL	CA 99 10	10-2013	Drive Other Car Coverage - Broadened Coverage For Named Individuals
ALL	CL CA 01 08	02-2015	Asbestos Exclusion
ALL	CL CA 01 56	03-2016	Abuse or Molestation Exclusion for Automobile
ALL	CL CA 20 06	10-2013	Additional Insured- Automatic Status When Required By Written Agreement With You
ALL	CL CA 25 11	10-2013	Auto Dealers Ultra Plus Endorsement

*\*When the word "ALL" appears in the state column, the form applies to all states on the policy.*

## AUTO DEALERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and include your spouse, if you are an individual. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS COVERAGES

#### A. Description Of Covered Auto Designation Symbols

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

Symbol	Description Of Covered Auto Designation Symbols	
<b>21</b>	Any "Auto"	
<b>22</b>	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
<b>23</b>	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
<b>24</b>	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
<b>25</b>	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
<b>26</b>	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
<b>27</b>	Specifically Described "Autos"	Only those "autos" described in Item Seven of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Seven).
<b>28</b>	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
<b>29</b>	Non-owned "Autos" Used In Your "Auto" Dealership	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your "auto" dealership described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your "auto" dealership.

<b>30</b>	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any land motor vehicle, trailer or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. This also includes "autos" left in your care by your "employees" and members of their households who pay for the services performed.
<b>31</b>	"Auto" Dealers' "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Six of the Declarations.

#### **B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols **21**, **22**, **23**, **24**, **25** or **26** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **27** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### **C. Certain Trailers And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;

- d. "Loss"; or
- e. Destruction.

#### **D. Covered Autos Liability Coverage**

##### **1. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered "Autos" Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

## 2. Who Is An Insured

The following are "insureds" for covered "autos":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".  
This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.
  - (4) Your customers. However, if a customer of yours:
    - (a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.
    - (b) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

## 3. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.



We will not pay anyone more than once for the same elements of loss because of these extensions.

#### 4. Exclusions

This insurance does not apply to any of the following:

##### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

##### b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement.

##### c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

##### d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
  - (a) Employment by the "insured"; or
  - (b) Performing the duties related to the conduct of the "insured's" business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of Covered Autos Liability Coverage, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

##### e. Fellow Employee

"Bodily injury" to:

- (1) Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- (2) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (1) above.

##### f. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

- (1) Property owned, rented or occupied by the "insured";
- (2) Property loaned to the "insured";
- (3) Property held for sale or being transported by the "insured"; or
- (4) Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

##### g. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

##### h. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
  - (a) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

- (b) Otherwise in the course of transit by or on behalf of the "insured"; or
- (c) Being stored, disposed of, treated or processed in or upon the covered "auto";
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs (2) and (3) above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### **i. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### **j. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- (1) Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- (2) After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### **k. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **l. Defective Products**

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

#### **m. Work You Performed**

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

#### **n. Damage To Impaired Property Or Property Not Physically Damaged**

"Property damage" to "impaired property" or other property not physically damaged if caused by:

- (1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- (2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, **n.(2)**, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

**o. Products Recall**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**q. Acts, Errors Or Omissions**

"Bodily injury" or "property damage" arising out of "acts, errors or omissions".

**5. Limit Of Insurance – Covered Autos Liability**

For "accidents" resulting from the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Limit of Insurance for Covered "Autos" Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Limit of Insurance for Covered "Autos" Liability Coverage are not payable under any applicable Limits of Insurance under Section II – General Liability Coverages or Section III – Acts, Errors Or Omissions Liability Coverage.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Auto Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

**E. Garagekeepers Coverage****1. Coverage**

- a. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "auto dealer operations" under:

**(1) Comprehensive Coverage**

From any cause except:

- (a) The "customer's auto's" collision with another object; or
- (b) The "customer's auto's" overturn.

**(2) Specified Causes Of Loss Coverage**

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft; or
- (c) Mischief or vandalism.

**(3) Collision Coverage**

Caused by:

- (a) The "customer's auto's" collision with another object; or
- (b) The "customer's auto's" overturn.

- b. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

## 2. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".

## 3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

## 4. Exclusions

- a. This insurance does not apply to any of the following:

### (1) Contractual

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

### (2) Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.

### (3) Defective Parts

Defective parts or materials.

### (4) Faulty Work

Faulty "work you performed".

- b. We will not pay for "loss" to any of the following:

- (1) Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".

- (2) Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

- (3) Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

- (4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## **5. Limit Of Insurance And Deductibles**

- a. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Declarations for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
  - (1) Collision; or
  - (2) With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
    - (a) Theft or mischief or vandalism; or
    - (b) All perils.
- b. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
  - (1) Theft or mischief or vandalism; or
  - (2) All perils.
- c. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

## **F. Physical Damage Coverage**

### **1. Coverage**

- a. We will pay for "loss" to a covered "auto" or its equipment under:
  - (1) **Comprehensive Coverage**  
From any cause except:
    - (a) The covered "auto's" collision with another object; or
    - (b) The covered "auto's" overturn.

### **(2) Specified Causes Of Loss Coverage**

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft;
- (c) Windstorm, hail or earthquake;
- (d) Flood;
- (e) Mischief or vandalism; or
- (f) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

### **(3) Collision Coverage**

Caused by:

- (a) The covered "auto's" collision with another object; or
- (b) The covered "auto's" overturn.

### **b. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- (1) Glass breakage;
- (2) "Loss" caused by hitting a bird or animal; and
- (3) "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

## **2. Coverage Extension – Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- a. Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- b. Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- c. Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".



However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

### 3. Exclusions

- a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### (1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### (2) War Or Military Action

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- b. We will not pay for "loss" to any of the following:

- (1) Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.
- (2) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.
- (3) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- (5) Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- (6) Any accessories used with the electronic equipment described in Paragraph (5) above.

Exclusions b.(5) and b.(6) do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (a) Permanently installed in or upon the covered "auto" ;
- (b) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (c) An integral part of the same unit housing any electrical equipment described in Paragraphs (a) and (b) above; or
- (d) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

#### c. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- (1) Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or
- (2) Your acquiring an "auto" from a seller who did not have legal title.

#### d. We will not pay for:

- (1) Your expected profit, including loss of market value or resale value.
- (2) "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
- (3) Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- (4) Under the Specified Causes of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

- e. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**f. Other Exclusions**

We will not pay for "loss" due and confined to:

- (1) Wear and tear, freezing, mechanical or electrical breakdown.
- (2) Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

**4. Limits Of Insurance**

- a. The most we will pay for:

- (1) "Loss" to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of "loss"; or
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (a) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (b) Removable from a permanently installed housing unit as described in Paragraph (2)(a) above; or
- (c) An integral part of such equipment as described in Paragraphs (2)(a) and (2)(b) above.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

- d. The following provisions also apply:

- (1) Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Declarations for "loss" in transit.

**(2) Quarterly Or Monthly Reporting Premium Basis**

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit Of Insurance shown in the Declarations for the applicable location.

**(3) Nonreporting Premium Basis**

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit Of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

**5. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations, provided that:

- a. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:
  - (1) Theft or mischief or vandalism; or
  - (2) All perils.
- b. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:
  - (1) Theft or mischief or vandalism; or
  - (2) All perils.

**SECTION II – GENERAL LIABILITY COVERAGES****A. Bodily Injury And Property Damage Liability****1. Coverage**

- a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident", and resulting from your "auto dealer operations" other than the ownership, maintenance or use of "autos".

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

- (1) The amount we will pay for damages is limited as described in Paragraph F. Limits Of Insurance – General Liability Coverages; and
- (2) Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph A. Bodily Injury And Property Damage Liability or B. Personal And Advertising Injury Liability or medical expenses under Paragraph C. Locations And Operations Medical Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "accident" occurs in the coverage territory;
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision and no "employee" authorized by you to give or receive notice of an "accident" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision or any "employee" authorized by you to give or receive notice of an "accident" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.



## 2. Exclusions

This insurance does not apply to any of the following:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement.

### c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
  - (a) Employment by the "insured"; or
  - (b) Performing the duties related to the conduct of the "insured's" business;
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.
- (3) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (4) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (3)(a), (b) or (c) above are directed.

This exclusion applies:

- (a) Whether the injury-causing event described in Paragraph (3)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the "insured" may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Paragraphs (1) and (2) of this exclusion do not apply to liability assumed by the "insured" under an "insured contract".

### e. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to the "insured";
- (3) Property held for sale or being transported by the "insured"; or
- (4) Property in the "insured's" care, custody or control.

Paragraphs (1), (2) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Paragraph F. Limits Of Insurance – General Liability Coverages.

This exclusion does not apply to liability assumed under a sidetrack agreement.

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";
  - (b) At or from any premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
    - (i) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the "pollutants"; or
    - (ii) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
  - (d) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs (1)(a) and (1)(c)(ii) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

Paragraph (1)(a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

Paragraph (1)(c)(ii) does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "accident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises where you conduct "auto dealer operations";
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge; or
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.

**h. Defective Products**

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

**i. Work You Performed**

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

**j. Damage To Impaired Property Or Property Not Physically Damaged**

"Property damage" to "impaired property" or other property not physically damaged if caused by:

- (1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- (2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, **j.(2)**, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

**k. Products Recall**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**l. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**m. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**n. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**o. Liquor Liability**

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Exclusions c. through o. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph F. Limits Of Insurance – General Liability Coverages.

**B. Personal And Advertising Injury Liability**

**1. Coverage**

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" to which this insurance applies, caused by an offense arising out of your "auto dealer operations", but only if the offense was committed in the coverage territory during the policy period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in Paragraph F. Limits Of Insurance – General Liability Coverages; and
- b. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph A. Bodily Injury And Property Damage Liability or Paragraph B. Personal And Advertising Injury Liability or medical expenses under Paragraph C. Locations And Operations Medical Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the "insured".

**e. Contractual**

"Personal and advertising injury" for which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Electronic Chat Rooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chat room or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.

**k. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**l. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**m. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**n. War**

"Personal and advertising injury" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**o. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;



- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**p. Employment-related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above are directed.

This exclusion applies:

- (a) Whether the injury-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the "insured" may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**q. Acts, Errors Or Omissions**

"Personal and advertising injury" arising out of "acts, errors or omissions".

**C. Locations And Operations Medical Payments**

**1. Coverage**

- a. We will pay medical expenses as described below to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from your "auto dealer operations".
- b. We will pay only those expenses incurred for services rendered within one year from the date of the "accident".
- c. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an "accident";
  - (2) Necessary medical, surgical, diagnostic imaging and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

This insurance does not apply to "bodily injury":

**a. Workers' Compensation**

To a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**b. Insured**

To any "insured".

**c. Hired Person**

To a person hired to do work for or on behalf of any "insured" or a tenant of any "insured".

**d. Injury On Normally Occupied Premises**

To a person injured on that part of the premises you own or rent that the person normally occupies.

**e. Athletic Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Injury Away From Auto Dealer Locations**

Sustained by a person away from locations owned, maintained or used for your "auto dealer operations".

**g. Bodily Injury And Property Damage Liability**

Excluded under Paragraph A. Bodily Injury And Property Damage Liability.

**D. Who Is An Insured**

The following are "insureds" for General Liability Coverages:

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations". However, no "employee" is an "insured" for:
  - a. "Bodily injury" or "personal and advertising injury":
    - (1) To you (if you are an individual), your partners (if you are a partnership), your members (if you are a limited liability company) or a fellow "employee" of the "insured" while in the course of his or her employment or while performing duties related to the conduct of your "auto dealer operations";
    - (2) To the spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (1) above;
    - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) or (2) above; or
    - (4) Arising out of his or her providing or failing to provide professional health care services.

**b. "Property damage" to property:**

- (1) Owned, occupied or used by;
- (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership), or any member (if you are a limited liability company).

6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to:
  - (1) "Bodily injury" or "property damage" that occurred; or
  - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

**E. Supplementary Payments**

With respect to coverage provided under Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability Coverages, we will pay for the "insured":

1. All expenses we incur.
2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### **F. Limits Of Insurance – General Liability Coverages**

1. Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the:
  - a. General Liability Aggregate Limit shown in the Declarations is the most we will pay for the sum of all:
    - (1) Damages under Paragraph **A. Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" and "property damage" that are both:
      - (a) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and
      - (b) Arising out of your "products" or "work you performed";
    - (2) Damages under Paragraph **B. Personal And Advertising Injury Liability**; and
    - (3) Medical expenses under Paragraph **C. Locations And Operations Medical Payments**.
  - b. The Products And Work You Performed Aggregate Liability Limit is the most we will pay under Paragraph **A. Bodily Injury And Property Damage Liability** for "bodily injury" and "property damage" that are both:
    - (1) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and
    - (2) Arising out of your "products" or "work you performed".
2. Subject to Paragraph **1.a.** above, the Personal And Advertising Injury Liability Limit is the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization under Paragraph **B. Personal And Advertising Injury Liability**.

3. Subject to Paragraph **1.a.** above, the Locations And Operations Medical Payments Limit is the most we will pay for all medical expenses because of "bodily injury" for each person injured in any one "accident" under Paragraph **C. Locations And Operations Medical Payments**.

4. Subject to Paragraph **1.a.** or **1.b.** above, whichever applies, the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit shown in the Declarations is the most we will pay for the sum of all damages under Paragraph **A. Bodily Injury And Property Damage Liability** resulting from any one "accident".

Damages payable under any applicable Limits of Insurance for General Liability Coverages are not payable under Section **I – Covered Autos Coverages** or Section **III – Acts, Errors Or Omissions Liability Coverage**.

5. Subject to Paragraph **4.** above, the Damage To Premises Rented To You Limit is the most we will pay under Paragraph **A. Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
6. The Aggregate Limits of Insurance for General Liability Coverages apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limits of Insurance – General Liability Coverages.
7. We will deduct \$500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

#### **SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES**

##### **A. Coverage**

We will pay all sums that an "insured" legally must pay as damages because of any "act, error or omission" of the "insured" to which this insurance applies and arising out of the conduct of your "auto dealer operations", but only if the "act, error or omission" is committed in the coverage territory during the policy period.



We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, error or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

1. The amount we will pay for damages is limited as described in Paragraph **E. Limits Of Insurance And Deductible**; and
2. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **D. Supplementary Payments**.

## **B. Exclusions**

This insurance does not apply to:

### **1. Criminal, Fraudulent, Malicious, Dishonest Or Intentional Acts**

Damages arising out of any criminal, fraudulent, malicious, dishonest or intentional "act, error or omission" by an "insured", including the willful or reckless violation of any law or regulation. However, this exclusion does not apply to any "insured" who did not:

- a. Personally commit;
- b. Personally participate in;
- c. Personally acquiesce to; or
- d. Remain passive after having knowledge of; any such "act, error or omission".

### **2. Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

### **3. Profit Gain**

Damages based upon, attributable to or arising in fact out of the gaining of any profit, remuneration or advantage to which any "insured" was not entitled.

### **4. Contractual**

Liability for which the "insured" has assumed in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

### **5. Noncompensatory Damages**

Criminal fines or penalties imposed by law or regulation, punitive or exemplary damages or demands for injunctive or equitable relief.

## **6. Quality Or Performance Of Goods – Failure To Conform To Statements**

Damages arising out of the failure of goods, products or services to conform with any statement of quality or performance.

## **7. Recording And Distribution Of Material Or Information In Violation Of Law**

Damages arising directly or indirectly out of any "act, error or omission" that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## **8. Discrimination**

Damages arising directly or indirectly out of any "act, error or omission" that violates a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

## **9. Bankruptcy Or Insolvency**

Damages arising out of the:

- a. Bankruptcy;
- b. Financial inability to pay;
- c. Insolvency;
- d. Liquidation; or
- e. Receivership;

of any insurance company, reinsurer or other risk-assuming entity in which the "insured" has placed or obtained insurance for a customer.

However, this exclusion does not apply if the insurance company, reinsurer or other risk-assuming entity was rated "B+" or higher by A. M. Best Company, Inc. at the time the insurance was placed or obtained.

### C. Who Is An Insured

The following are "insureds" for "acts, errors or omissions":

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".
6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to "acts, errors or omissions" that were committed before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

### D. Supplementary Payments

With respect to "Acts, Errors Or Omissions" Liability Coverage, we will pay for the "insured":

1. All expenses we incur.

2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### E. Limit Of Insurance And Deductible

1. Regardless of the number of:
  - a. "Insureds";
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits"; or
  - d. "Acts, errors or omissions",
 the "Acts, Errors Or Omissions" Liability Aggregate Limit shown in the Declarations is the most we will pay for all damages because of "acts, errors or omissions" under Section III.
2. Damages payable under the Limits of Insurance for "Acts, Errors Or Omissions" Liability Coverage are not payable under any applicable Limits of Insurance under Section I – Covered Autos Coverages or Section II – General Liability Coverages.
3. Our obligation to pay damages applies only to the amount of damages in excess of any deductible amount stated in the Declarations as applicable to this coverage. The Limits of Insurance for "Acts, Errors Or Omissions" Liability Coverage will not be reduced by the amount of this deductible.

To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

4. The "Acts, Errors Or Omissions" Liability Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the "Acts, Errors Or Omissions" Liability Aggregate Limit.

#### **SECTION IV – CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

##### **A. Loss Conditions**

###### **1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

###### **2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", you must give us or our authorized representative prompt notice of the "accident", offense, "loss" or "act, error or omission". Include:
  - (1) How, when and where the "accident", offense, "loss" or "act, error or omission" occurred;
  - (2) What the "act, error or omission" was;
  - (3) The "insured's" name and address;
  - (4) To the extent possible, the names and addresses of:

- (a) Any injured persons and witnesses; or

- (b) Anyone who may suffer damages as a result of an "act, error or omission".

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of an "act, error or omission" to which this insurance may also apply.

- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

###### **3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

- b. Under any liability coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### **4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### **5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

This condition does not apply to damages under Paragraph C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.

### **B. General Conditions**

#### **1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### **2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### **3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### **5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. For General Liability and "Acts, Errors Or Omissions" Liability Coverages, this insurance is primary except when e. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in f. below.

- e. This Coverage Form is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;



- (2) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (3) If the "loss" arises out of the maintenance or use of aircraft or watercraft to the extent not subject to Exclusion **g.** of Paragraph **A.** Bodily Injury And Property Damage Liability of Section **II** – General Liability Coverages;
- (4) That is specifically written to apply as primary insurance for liability arising out of your "acts, errors or omissions".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover:

- a. "Bodily injury", "property damage" and "losses" occurring;
- b. "Personal and advertising injury" offenses and "acts, errors or omissions" committed; and
- c. "Covered pollution cost or expense" arising out of "accidents" occurring

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less;
  - (b) The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the United States of America, its territories or possessions, Puerto Rico or Canada while the "insured" is temporarily outside of one of those places;
  - (c) The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication; or
  - (d) The "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada;

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

However, the coverage territory described in Paragraph **(5)** above does not apply to "work you performed".

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Act, error or omission" means any actual or alleged negligent act, error or omission committed by an "insured" in the course of your "auto dealer operations" arising:
  - 1. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of credit or lease terms to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations", including, but not limited to, the Truth In Lending and Consumer Leasing Acts;
  - 2. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of accurate odometer mileage to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations";
  - 3. In an "insured's" capacity as an insurance agent or broker in the offering, placement or maintenance of any "auto" physical damage, auto loan/lease gap, credit life or credit disability insurance sold in connection with the sale or lease of an "auto" in your "auto dealer operations", but only if the "insured" holds a valid insurance agent or broker license at the time the "act, error or omission" is committed, in the jurisdiction in which your "auto dealer operations" is located, if required to do so by such jurisdiction; and
  - 4. Out of a defect in title in connection with the sale or lease of an "auto" in your "auto dealer operations".
- C. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - 1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - 2. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- D. "Auto" means a land motor vehicle, "trailer" or semitrailer.
- E. "Auto dealer operations" means the ownership, maintenance or use of locations for an "auto" dealership and that portion of the roads or other accesses that adjoin these locations. "Auto dealer operations" also include all operations necessary or incidental to an "auto" dealership.
- F. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- G. "Covered pollution cost or expense" means any cost or expense arising out of:
  - 1. Any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 
  - a. That are, or that are contained in any property that is:
    - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

H. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.

I. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

J. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

K. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

L. "Impaired property" means tangible property, other than your "product" or "work you performed", that cannot be used or is less useful because:

1. It incorporates your "product" or "work you performed" that is known or thought to be defective, deficient, inadequate or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of your "product" or "work you performed" or your fulfilling the terms of the contract or agreement.

M. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

N. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your "auto" dealership (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. An elevator maintenance agreement; or

7. That part of any contract or agreement entered into, as part of your "auto" dealership, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; or
    - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
  - b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.
  - c. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver.
  - d. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
  - e. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.
- O.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- P.** "Loading or unloading" means the handling of property:
- 1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - 2. While it is in or on an aircraft, watercraft or "auto"; or
  - 3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- Q.** "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.
- R.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- 1. False arrest, detention or imprisonment;
  - 2. Malicious prosecution;
  - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - 5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - 6. The use of another's advertising idea in your "advertisement"; or
  - 7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- S.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- T.** "Products" includes:
- 1. The goods or products made or sold in an "auto" dealership by:
    - a. You; or
    - b. An "auto" dealership you have acquired; and
  - 2. The providing of or failure to provide warnings or instructions.
- U.** "Property damage" means damage to or loss of use of tangible property.
- V.** "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury", "property damage", "personal and advertising injury" or "acts, errors or omissions"; or
  - 2. A "covered pollution cost or expense", to which this insurance applies, are claimed.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or



- b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- W.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- X.** "Trailer" includes semitrailer.
- Y.** "Work you performed" includes:
  - 1.** Work that someone performed on your behalf; and
  - 2.** The providing of or failure to provide warnings or instructions.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. The following is added to **Supplementary Payments**:**

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**B. Changes In Covered Autos Liability Coverage**

1. Paragraph **2.b.(4)** of the **Who Is An Insured** Provision in the Auto Dealers Coverage Form is replaced by the following:

(4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

2. Paragraph **1.b.** of the **Who Is An Insured** Provision in the Business Auto and Motor Carrier Coverage Forms and Paragraph **2.b.** of the **Who Is An Insured** Provision in the Auto Dealers Coverage Form are changed by adding the following:

(6) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an "auto".

3. If your business is other than selling, repairing or servicing "autos", the **Care, Custody Or Control** Exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving an "auto" loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos" as a temporary substitute for an "auto" you own.

**C. Changes In Conditions**

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. The following is added to the **Concealment, Misrepresentation And Fraud** Condition:

With respect to Covered Autos Liability Coverage, this condition only applies in excess of the minimum limits of liability required by the Missouri Financial Responsibility Laws.

3. If your business is other than selling, repairing or servicing "autos", the following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

Covered Autos Liability Coverage is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos".

4. If your business is selling, repairing or servicing "autos", the following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

Covered Autos Liability Coverage is excess for any "auto" you own if operated by a customer to whom you have loaned the "auto", with or without consideration, as a temporary substitute for an "auto" owned by the customer.

- D. The following provision is added:

**Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations**

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- a. Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if the "insured" has a net worth of more than \$25 million on the later of the end of the "insured's" most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an "insured's" net worth on such date shall be deemed to include the aggregate net worth of the "insured" and all of its affiliates as calculated on a consolidated basis.

- b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or  
(2) Return to an "insured" any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES – POLLUTION EXCLUSION**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

### **A. Changes In Covered Autos Liability Coverage**

The following is added to the **Pollution** Exclusion:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

### **B. Changes In General Liability Coverages**

With respect to the Auto Dealers Coverage Form:

1. The following is added to Exclusion **2.f. Pollution** of Paragraph **A. Bodily Injury And Property Damage Liability**, or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

2. The following is added to Exclusion **2.I. Pollution** of Paragraph **B. Personal And Advertising Injury Liability**:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** If you are an individual, partnership or limited liability company and a covered "auto" you own is of the "private passenger type", and this Policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the Cancellation Common Policy Condition does not apply to that "auto". The following condition applies instead:

### **Ending This Policy**

#### **1. Cancellation**

- a.** You may cancel the Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b.** If this Policy has been in effect for 60 days or less and is not a renewal or continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days' notice.
- c.** When this Policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
  - (1)** Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days' notice.

- (2)** If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 60 days' notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a covered "auto" during a period of suspension or revocation.
- (3)** If you are an individual, we replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d.** If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:
  - (1)** We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
    - (a)** Cancelled by us or at our request;

- (b) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
  - (c) Cancelled but rewritten with us or in our company group; or
  - (d) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
- (2) When this Policy is cancelled at your request (except when Paragraph (1)(b), (1)(c) or (1)(d) applies), we will return 90% of the pro rata unearned premium rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
- (3) When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
- (a) Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
  - (b) Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force as determined by Paragraph (3)(a) rounded to the next higher whole dollar.
  - (c) Pro rata unearned premium will be determined by subtracting Paragraph (3)(b) from Paragraph (3)(a).
  - (d) The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
  - (e) Calculate the short rate earned premium by adding Paragraphs (3)(b) and (3)(d).
  - (f) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
  - (g) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
- e. The effective date of cancellation stated in the notice shall become the end of the policy period.
  - f. Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.
- 2. Nonrenewal**
- a. If we decide not to renew or continue this Policy, we will mail you notice at least 60 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
  - b. If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this Policy will end on the effective date of any similar coverages provided by the other insurance.
  - c. Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.
- 3. Mailing Of Notices**
- Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing, first-class mail using Intelligent Mail barcode (IMb), or another mail tracking method used, approved, or accepted by the United States Postal Service to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.
- B. For "autos" not described in Paragraph A. above:**
- 1. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
  - 2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
      - (1) Fraud or material misrepresentation affecting this Policy or a claim filed under this Policy or a violation of any of the terms or conditions of this Policy;
      - (2) Changes in conditions after the effective date of this Policy which have materially increased the risk assumed;
      - (3) We become insolvent; or
      - (4) We involuntarily lose reinsurance for this Policy;
    - c. 60 days before the effective date of cancellation if we cancel for any other reason.
- 2. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
  - 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
    - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
      - (1) Cancelled by us or at our request;
      - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
      - (3) Cancelled but rewritten with us or in our company group; or
      - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
    - b. When this Policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
    - c. When this Policy is cancelled at the request of the first Named Insured and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
      - (1) Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
      - (2) Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force as determined by Paragraph c.(1) rounded to the next higher whole dollar.
      - (3) Pro rata unearned premium will be determined by subtracting Paragraph c.(2) from Paragraph c.(1).
      - (4) The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
      - (5) Calculate the short rate earned premium by adding Paragraphs c.(1) and c.(4).
      - (6) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
      - (7) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
- 3. The following is added and supersedes any provision to the contrary:
 

**Nonrenewal**

  - a. We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
  - b. If notice is mailed, proof of mailing will be sufficient proof of notice.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## MISSOURI UNINSURED MOTORISTS COVERAGE

For a covered "auto" registered or principally garaged in, or "auto dealer operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Schicker Automotive Group

**Endorsement Effective Date:** 05/18/2019

### SCHEDULE

**Limit Of Insurance:** \$ 100,000

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we have:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit".

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members". However, this does not include any "family member", other than the Named Insured's spouse, who owns an "auto".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":



- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent, if the settlement or judgment prejudices our right to recover payment. However, this exclusion applies only to the extent that the limits of liability for Uninsured Motorists Coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" sustained by any person while "occupying" or struck by any vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto". However, this exclusion does not apply to an individual Named Insured.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 5. Punitive or exemplary damages.
- 6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- 1. Regardless of the number of "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.

However, if "bodily injury" to which this coverage applies is sustained by any person other than an individual Named Insured or any "family member", the Limit of Insurance shown in the Schedule or Declarations for this coverage is also the most we will pay regardless of the number of covered "autos".

- 2. If there are two or more covered "autos" that are not trailers, and "bodily injury" is sustained by an individual Named Insured or any "family member", our Limit of Insurance for any one "accident" is the sum of the limits applicable to each covered "auto" which is not a "trailer". Subject to this maximum limit of liability for all damages:
  - a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations for this coverage at the time of the "accident".
  - b. An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible. However, this does not include any amounts paid or payable under medical payments or any workers' compensation, disability benefits or similar law.

### E. Changes In Conditions

The Conditions are changed for Missouri Uninsured Motorists Coverage as follows:

- 1. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

**4. The following condition is added:**

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**5. Two Or More Coverage Forms Or Policies Issued By Us** does not apply.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
    - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". The facts of the "accident" must be proved. We may request supporting evidence beyond the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

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## **PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

The following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **B. Changes In Physical Damage Coverage**

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **C. Changes In Auto Medical Payments**

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

#### **Public Or Livery Passenger Conveyance and On-demand Delivery Services**

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **D. Changes In Uninsured And/Or Underinsured Motorists Coverage**

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

**2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

**E. Changes In Personal Injury Protection Coverage**

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

**2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

**F. Additional Definitions**

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
  - a. With drivers; or
  - b. With local vendors using drivers; for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

**1.** "Terrorism" means activities against persons, organizations or property of any nature:

**a.** That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

**b.** When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**2.** "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

**B.** Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

### **Exclusion Of Terrorism**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or



2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **Exclusion Of Terrorism**

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

**D.** In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. The following exclusion is added to Covered Autos Liability Coverage:**

**Silica Or Silica-related Dust Exclusion For Covered Autos Exposure**

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

**B. Additional Definitions**

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BROAD FORM PRODUCTS COVERAGE**

This endorsement modifies insurance provided under the following:

### **AUTO DEALERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **A. Bodily Injury And Property Damage Liability** of **Section II – General Liability Coverages** is changed as follows:

Exclusion **2.h. Defective Products** does not apply. However, subject to the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit, the coverage only applies to that amount of "property damage" to your "products" that exceeds \$500 for any one "accident".

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FULL COVERED AUTOS LIABILITY LIMIT FOR CUSTOMERS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **2.b.(4)** of the **Who Is An Insured** provision in **Section I – Covered Autos Liability Coverage** does not apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION – GENERAL LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:

### **AUTO DEALERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Section II – General Liability Coverages** is changed as follows:

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of Paragraph A. **Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

#### **Fungi Or Bacteria Exclusion**

- (1)** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2)** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2. **Exclusions** of Paragraph B. **Personal And Advertising Injury Liability:**

This insurance does not apply to:

#### **Fungi Or Bacteria Exclusion**

- (1)** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- (2)** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

- C.** As used in this endorsement:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION FOR GENERAL LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:

### **AUTO DEALERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Section II – General Liability Coverages** is changed as follows:

**A. The following exclusion is added to Paragraph 2. Exclusions of Paragraph A. Bodily Injury And Property Damage Liability:**

**Silica Or Silica-related Dust Exclusion**

This insurance does not apply to:

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

**B. The following exclusion is added to Paragraph 2. Exclusions of Paragraph B. Personal And Advertising Injury Liability:**

**Silica Or Silica-related Dust Exclusion**

This insurance does not apply to:

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

**C. Additional Definitions**

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

COMMERCIAL AUTO  
CA 25 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYEE BENEFITS LIABILITY COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Schicker Automotive Group**Endorsement Effective Date:** 05/18/2019**SCHEDULE**

Coverage	Limits Of Insurance		Each Employee Deductible	Premium
Employee Benefits Programs	\$ 1,000,000	Each Employee	\$ 1,000	\$ 285
	\$ 1,000,000	Employee Benefits Aggregate		
Retroactive Date	05/18/2019			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

**A. Employee Benefits Liability Coverage****1. Coverage**

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of any act, error or omission, of the "insured", or of any other person for whose acts the "insured" is legally liable, to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D. Limits Of Insurance**; and
- (2) Our right to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **B. Supplementary Payments**.

- b. This insurance applies to damages only if:
- (1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
  - (2) The act, error or omission did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
  - (3) A "claim" for damages, because of an act, error or omission, is first made against any "insured", in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **G. Extended Reporting Period** of this endorsement.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any "insured" or by us, whichever comes first; or
  - (2) When we make settlement in accordance with Paragraph **a.** above.

A "claim" received and recorded by the "insured" within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any "insured".

**2. Exclusions**

This insurance does not apply to:

**a. Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any "insured", including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**f. Workers' Compensation And Similar Laws**

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which any "insured" is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**h. Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the "insured", from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**j. Employment-related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**B. Supplementary Payments**

We will pay for the "insured":

1. All expenses we incur.
2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

**C. Who Is An Insured**

The following are "insureds" for Employee Benefits Liability Coverage:

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the "administration" of your "employee benefit program".
3. Your members, if you are a limited liability company, but only with respect to the "administration" of your "employee benefit program". Your managers are also "insureds", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds" but only with respect to their liability as stockholders.
5. Each of your "employees" who is or was authorized to administer your "employee benefit program".
6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that "auto" dealership. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier.
  - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

**D. Limits Of Insurance**

1. The Limits Of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. "Insureds";
  - b. "Claims" made or "suits" brought;
  - c. Persons or organizations making "claims" or bringing "suits";
  - d. Acts, errors or omissions; or



- e. Benefits included in your "employee benefit program".
- 2. The Employee Benefits Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- 3. Subject to the Employee Benefit Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - a. An act, error or omission; or
  - b. A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **E. Deductible**

- 1. Our obligation to pay damages on behalf of the "insured" applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- 2. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- 3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend any "suits" seeking those damages; and

- b. Your duties, and the duties of any other involved "insured", in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

- 4. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

#### **F. Changes In Conditions**

For the purposes of the coverage provided by this endorsement, **Section IV - Conditions** is amended as follows:

- 1. The **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition is replaced by the following:

##### **Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any "insured", you must:
  - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved "insured" must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - (2) Authorize us to obtain records and other information;



- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of an act, error or omission to which this insurance may also apply.
  - d. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
2. The **Other Insurance** Condition is replaced by the following:

**Other Insurance**

If other valid and collectible insurance is available to the "insured" for a loss we cover under this endorsement, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
  - (a) No Retroactive Date is shown in the Schedule of this insurance; or
  - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-"insured" amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Schedule of this endorsement.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

**G. Extended Reporting Period**

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

- 1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - a. This endorsement is cancelled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (2) Does not apply to an act, error or omission on a claims-made basis.
- 2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be cancelled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" "insured";
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for "claims" first received and recorded during the Extended Reporting Period.

The extended reporting period employee benefit aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits Of Insurance.

Paragraph **D.2.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.3.**

## H. Definitions

For the purposes of the coverage provided by this endorsement, **Section V - Definitions** is amended as follows:

1. The "Employee" definition is replaced by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. The "Suit" definition is replaced by the following:

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

3. The following definitions are added:

- a. "Administration" means:

- (1) Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- (2) Handling records in connection with the "employee benefit program"; or
- (3) Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pretax dollars.

- c. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- d. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
  - (1) Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
  - (4) Vacation plans, including buy-and-sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - (5) Any other similar benefits designated in the Schedule or added thereto by endorsement.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – LOCATIONS AND OPERATIONS MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Paragraph C. Locations And Operations Medical Payments of Section II – General Liability Coverages** does not apply and none of the references to it in the Coverage Form, Declarations or any endorsement attached to the Coverage Form apply.
- B. The following is added to Paragraph E. Supplementary Payments of Section II – General Liability Coverages:**
  - 6.** Expenses incurred by the "insured" for first aid administered to others at the time of an "accident" for "bodily injury" to which this insurance applies.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMUNICABLE DISEASE EXCLUSION FOR GENERAL LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:

### **AUTO DEALERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Section II – General Liability Coverages** is amended as follows:

**A. The following exclusion is added to Paragraph 2. Exclusions of Paragraph A. Bodily Injury And Property Damage Liability:**

This insurance does not apply to any of the following:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities.

**B. The following exclusion is added to Paragraph 2. Exclusions of Paragraph B. Personal And Advertising Injury Liability:**

This insurance does not apply to any of the following:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities.

COMMERCIAL AUTO  
CA 25 66 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CUSTOMER COMPLAINT LEGAL DEFENSE COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE FOR DEFENSE EXPENSES ONLY.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>	Schicker Automotive Group
<b>Endorsement Effective Date:</b>	05/18/2019

**SCHEDULE**

Limit Of Insurance				Premium
\$ 125,000	<b>Per Customer Complaint Legal Defense Limit</b>	\$ 500,000	<b>Customer Complaint Legal Defense Aggregate Limit</b>	\$ 742
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

**A. Coverage**

1. We will pay for "defense expenses" incurred to defend an "insured" against a "customer complaint" to which this insurance applies. We will have the duty to defend any "insured" against a "customer complaint". However, we will have no duty to defend an "insured" against any "customer complaint" to which this insurance does not apply. We may investigate and, with your written consent, settle any "customer complaint" as we consider appropriate. However:
  - a. The amount we will pay for "defense expenses" is limited as described in Paragraph **D. Limit Of Insurance**; and
  - b. Coverage for "defense expenses" ends when the applicable Limit Of Insurance shown in the Schedule has been exhausted.
2. No other obligation to pay sums such as:
  - a. Prejudgment or postjudgment interest;
  - b. Punitive damages;

c. Civil or criminal fines; or

d. Penalties imposed by law

imposed on the "insured" is covered unless explicitly provided for in the definition of "defense expenses" contained in Paragraph **F.2.b.** of this endorsement.

3. This insurance applies only if the "customer complaint" is made within the coverage territory and during the policy period in accordance with Paragraph **A.4.**

4. A "customer complaint" will be deemed to have been made when notice of such "customer complaint" is received and recorded by any "insured" or by us, whichever comes first.

A "customer complaint" received and recorded by the "insured" within 30 days after the end of the policy period will be considered to have been made within the policy period, if no subsequent insurance is available to cover "defense expenses" associated with such "customer complaint".

5. All "customer complaints" arising out of the sale, service or repair of the same "auto" will be deemed to have been made at the time the first of those "customer complaints" is made against any "insured".

#### **B. Exclusions**

1. This insurance does not apply to "defense expenses" incurred as a result of "customer complaints" arising out of:

- a. **Accidents, Personal And Advertising Injury, Acts, Errors Or Omissions And Loss**

- (1) An "accident";
- (2) "Personal and advertising injury";
- (3) "Acts, errors or omissions"; or
- (4) "Loss" to an "auto" while the "insured" is attending, servicing, repairing, parking or storing it in your "auto dealer operations".

- b. **Criminal, Fraudulent, Malicious, Dishonest Or Intentional Acts**

Any criminal, fraudulent, malicious, dishonest or intentional act, error or omission by an "insured", including the willful or reckless violation of any law or regulation. However, this exclusion does not apply to any "insured" who did not:

- (1) Personally commit;
- (2) Personally participate in;
- (3) Personally acquiesce to; or
- (4) Remain passive after having knowledge of;

any such act, error or omission.

- c. **Product Recall**

The loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

- d. **Mechanical Breakdown Or Warranty Agreements**

Any obligation under a warranty or mechanical breakdown agreement.

2. This insurance does not apply to the payment of judgments or settlements.

#### **C. Who Is An Insured**

The following are "insured's" for Customer Complaint Legal Defense Coverage:

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insured's", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insured's", but only with respect to their liability as stockholders.
5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".
6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to "consumer complaints" that were first made before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

#### **D. Limit Of Insurance**

1. Regardless of the number of:
  - a. "Insureds";
  - b. "Customer complaints"; or
  - c. Persons or organizations bringing "customer complaints";



the Customer Complaint Legal Defense Aggregate Limit shown in the Schedule is the most we will pay for all "defense expenses" because of "customer complaints" covered under this endorsement.

2. Subject to the Customer Complaint Legal Defense Aggregate Limit described in Paragraph **D.1.**, the Per Customer Complaint Legal Defense Limit shown in the Schedule is the most we will pay for the sum of all "defense expenses" because of any one "customer complaint".
3. All "customer complaints" arising out of the sale, service or repair of the same "auto" will be considered one "customer complaint" for the purposes of determining the "Per Customer Complaint" Legal Defense Limit.
4. The Customer Complaint Legal Defense Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Customer Complaint Legal Defense Aggregate Limit.

#### **E. Changes In Conditions**

For the purposes of the coverage provided by this endorsement, **Section IV - Conditions** is amended as follows:

1. The **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition is replaced by the following:

##### **Duties In The Event Of Customer Complaint**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of a "customer complaint", you must:
  - (1) Immediately record the specifics of the "customer complaint" and the date received; and
  - (2) Notify us, in writing, as soon as practicable.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the "customer complaint";
- (3) Cooperate with us in the investigation or settlement of the "customer complaint" or defense against the "customer complaint".
- (4) Authorize us to obtain records and other pertinent information.

2. The **Other Insurance** Condition is replaced by the following:

##### **Other Insurance**

This insurance is excess over any other collectible insurance providing "defense expenses" for "customer complaints".

3. The **Policy Period, Coverage Territory** Condition is replaced by the following:

##### **Policy Period, Coverage Territory**

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

4. The following condition is added:

##### **Transfer Of Duties When The Limit Of Insurance Is Exhausted**

- a. If we defend the "insured" against a "customer complaint" and we conclude that, based on "customer complaints" which have been reported to us and to which this insurance may apply, the Per Customer Complaint Legal Defense Limit or Customer Complaint Legal Defense Aggregate Limit is likely to be exhausted by the payment of "defense expenses", we will notify the first Named Insured, in writing, to that effect.
- b. When the Per Customer Complaint Legal Defense Limit or Customer Complaint Legal Defense Aggregate Limit has actually been exhausted in the payment of "defense expenses", we will:
  - (1) Notify the first Named Insured in writing, as soon as practicable, that the applicable Limit of Insurance has actually been exhausted, and that our duty to defend the "insured" against any "customer complaint" has ended;



- (2) Initiate, and cooperate in, the transfer of control to any appropriate "insured", of all "customer complaints" for which the duty to defend has ended for the reason described in Paragraph **E.4.b.** and which are reported to us before that duty to defend ended; and
- (3) Take such steps, as we deem appropriate, to continue the defense of such "customer complaints" until such transfer is completed, provided the appropriate "insured" is cooperating in completing such transfer.
- c. When the Per Customer Complaint Legal Defense Limit or Customer Complaint Legal Defense Aggregate Limit has actually been exhausted by the payment of "defense expenses", the first Named Insured, and any other "insured" involved in a "customer complaint" subject to these limits, must:
  - (1) Cooperate in the transfer of control of "customer complaints"; and
  - (2) Arrange for the defense of such "customer complaint" within such time period as agreed to between the appropriate "insured" and us. Absent any such agreement, arrangements for the defense of such "customer complaint" must be made as soon as practicable.
- d. The first Named Insured will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph **E.4.b.**  
 The duty of the first Named Insured to reimburse us will begin on:
  - (1) The date on which the Limit of Insurance is used up, if we sent notice in accordance with Paragraph **E.4.a.**; or
  - (2) The date on which we sent notice in accordance with Paragraph **E.4.b.**, if we did not send notice in accordance with Paragraph **E.4.a.**
- e. The exhaustion of the Per Customer Complaint Legal Defense Limit or Customer Complaint Legal Defense Aggregate Limit by the payment of "defense expenses" and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this condition.

## F. Definitions

For the purposes of the coverage provided by this endorsement:

1. The definition of "suit" contained in **Section V - Definitions** is replaced by the following:

"Suit" means a civil proceeding in which damages because of a "customer complaint" to which this insurance applies are claimed.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

2. The following definitions are added:

- a. "Customer complaint" means a claim or "suit" made by or on behalf of your customer for damages as the result of the sale, service or repair of an "auto" in your "auto dealer operations".
- b. "Defense expenses" means payments allocated to a specific "customer complaint" we investigate or defend, including:

- (1) All expenses we incur.
- (2) All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the "customer complaint", including actual loss of earnings up to \$250 a day because of time off from work.
- (3) All court costs taxed against the "insured" in any "customer complaint" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Schicker Automotive Group

**Endorsement Effective Date:** 05/18/2019

### **SCHEDULE**

**Limit Of Insurance:** \$ 100,000

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle", and we:

- (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members". However, this does not include any "family member", other than the Named Insured's spouse, who owns an "auto".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

**C. Exclusions**

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. "Bodily injury" sustained by any person while "occupying" or struck by any vehicle owned by the Named Insured or if the Named Insured is an individual, any "family member", that is not a covered "auto". However, this exclusion does not apply to an individual Named Insured.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. The Limit of Insurance under this coverage shall be reduced by all sums paid for "bodily injury" by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
3. We will not pay for any element of "loss" if a person is entitled to receive duplicate payment under any of the following or similar law:
  - a. Workers' compensation law; or
  - b. Disability benefits law.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and this policy's Covered Autos Liability Coverage.
5. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

**E. Changes In Conditions**

The Conditions are changed for Missouri Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Subject to all other provisions of this policy, including but not limited to:
  - (1) Exclusion **C.2.** of this endorsement;
  - (2) Paragraph **D.** Limit Of Insurance of this endorsement;

(3) Paragraph **E.1.a.** of the Other Insurance Condition of this endorsement; and

(4) The Two Or More Coverage Forms Or Policies Issued By Us Condition of this policy;

any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved;
- b. Promptly send us copies of the legal papers if a "suit" is brought; and
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following condition is added:

#### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### **F. Additional Definitions**

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident", but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

COMMERCIAL AUTO  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

### **B. Who Is An Insured**

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

### **C. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.



7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### **D. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

#### **E. Changes In Conditions**

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

COMMERCIAL AUTO  
CA 99 10 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DRIVE OTHER CAR COVERAGE -  
BROADENED COVERAGE FOR NAMED INDIVIDUALS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Schicker Automotive Group**Endorsement Effective Date:** 05/18/2019**SCHEDULE**

<b>Name Of Individual:</b> John Schicker			
<b>Covered Autos Liability Coverage</b>	<b>Limit:</b>	\$ 1,000,000	<b>Premium:</b> \$ 76
<b>Auto Medical Payments</b>	<b>Limit:</b>	\$ 5,000	<b>Premium:</b> \$ 3
<b>Comprehensive</b>	<b>Deductible:</b>	\$ 2,500	<b>Premium:</b> \$ 3
<b>Collision</b>	<b>Deductible:</b>	\$ 2,500	<b>Premium:</b> \$ 26
<b>Uninsured Motorists</b>	<b>Limit:</b>	\$ 100,000	<b>Premium:</b> \$ 2
<b>Underinsured Motorists</b>	<b>Limit:</b>	\$ 100,000	<b>Premium:</b> \$ 1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

**Note:** When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.



**A.** This endorsement changes only those coverages where a premium is shown in the Schedule.

**B. Changes In Covered Autos Liability Coverage**

1. Any "auto" you don't own, hire or borrow is a covered "auto" while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:
  - a. Any "auto" owned by that individual or by any member of his or her household.
  - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
2. The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

**C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages**

The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

**D. Changes In Physical Damage Coverage**

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household.
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

**E. Additional Definition**

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

COMMERCIAL AUTO  
CA 99 10 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DRIVE OTHER CAR COVERAGE -  
BROADENED COVERAGE FOR NAMED INDIVIDUALS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Schicker Automotive Group**Endorsement Effective Date:** 05/18/2019**SCHEDULE**

<b>Name Of Individual:</b> Bob Neff			
<b>Covered Autos Liability Coverage</b>	<b>Limit:</b>	\$ 1,000,000	<b>Premium:</b> \$ 76
<b>Auto Medical Payments</b>	<b>Limit:</b>	\$ 5,000	<b>Premium:</b> \$ 3
<b>Comprehensive</b>	<b>Deductible:</b>	\$ 2,500	<b>Premium:</b> \$ 3
<b>Collision</b>	<b>Deductible:</b>	\$ 2,500	<b>Premium:</b> \$ 26
<b>Uninsured Motorists</b>	<b>Limit:</b>	\$ 100,000	<b>Premium:</b> \$ 2
<b>Underinsured Motorists</b>	<b>Limit:</b>	\$ 100,000	<b>Premium:</b> \$ 1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

**Note:** When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

**A.** This endorsement changes only those coverages where a premium is shown in the Schedule.

**B. Changes In Covered Autos Liability Coverage**

1. Any "auto" you don't own, hire or borrow is a covered "auto" while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:
  - a. Any "auto" owned by that individual or by any member of his or her household.
  - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
2. The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

**C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages**

The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

**D. Changes In Physical Damage Coverage**

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household.
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

**E. Additional Definition**

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ASBESTOS EXCLUSION FOR COVERED AUTOS EXPOSURE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**A. The following exclusion is added to **Covered Autos Liability Coverage**:**

given or which should have been given in connection with the above.

This insurance does not apply to:

**Asbestos**

1. "Bodily injury", "property damage", or "diminution in value" related to the actual, alleged, or threatened presence of, or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This includes the ingestion of, inhalation of, absorption of, contact with, existence of, presence of, or exposure to, "asbestos". Such injury from or exposure to "asbestos" also includes, but is not limited to:

- a. The existence, installation, storage, handling or transportation of "asbestos";
- b. The removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;
- c. The disposal of "asbestos";
- d. Any structures, manufacturing processes, or products containing "asbestos";
- e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
- f. Any supervision, instructions, recommendations, warnings or advice

2. Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:

- a. Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos", or
- b. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or
- c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, transported, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

**B.** The following definition is added to the **Definitions** Section:

“Asbestos” means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any gases, vapors, scents or by-products produced or released by asbestos.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABUSE OR MOLESTATION EXCLUSION FOR AUTOMOBILE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

The following exclusion is added to **Paragraph B. Exclusions** of **Section II – Covered Autos Liability Coverages** of the **Business Auto Coverage Form** and the **Motor Carrier Coverage Form** and to **Paragraph D.4. Exclusions** of **Section I-Covered Autos Coverages** of the **Auto Dealers Coverage Form**:

This insurance does not apply to any of the following:

### **Abuse Or Molestation**

"Bodily injury" or "property damage" arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any "insured"; or
- (a) Employment;
  - (b) Investigation;
  - (c) Supervision;
  - (d) Reporting to the proper authorities, or failure to so report; or
  - (e) Retention;
- of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

- A.** The **Who Is An Insured** provision for **Covered Autos Liability Coverage** is changed to add as an additional insured a person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, subject to the following additional provisions:
1. Such person or organization is an additional insured only with respect to their vicarious legal responsibility for “bodily injury” or “property damage” caused, in whole or in part, by your operation or use of covered “autos”, and then only to the extent of that liability;
  2. Such person or organization is not an additional insured for any covered “auto” owned by, hired from, or borrowed from such person or organization or a member of such person’s household;
  3. Such written contract or agreement must be:
    - a. Executed prior to the “bodily injury” or “property damage”; and
    - b. Be in effect during the current policy period of this policy; and
  4. None of the following shall be an additional insured under this endorsement:
    - a. Any “motor carrier” for hire or his or her “employees”;
    - b. Any rail, water or air carrier or its “employees”,for any covered “auto”.
- B.** With respect to the coverage afforded by this endorsement, the **Who Is An Insured** provision for **Covered Autos Liability Coverage** is changed to delete the paragraph(s) shown below:
1. Paragraph **A.1.c.** of **Section II - Covered Autos Liability Coverage** of the Business Auto Coverage Form;
  2. Paragraph **A.1.e.** of **Section II - Covered Autos Liability Coverage** of the Motor Carrier Coverage Form; and
  3. Paragraph **D.2.c.** of **Section I - Covered Autos Coverage** of the Auto Dealer Coverage Form.
- C.** With respect to the coverage provided to the additional insured by this endorsement, the definition of “Insured Contract” under:
1. **Section V – Definitions** of the Auto Dealers and Business Auto Coverage Forms; and
  2. **Section VI – Definitions** of the Motor Carrier Coverage Form,
- is changed to add the following additional provision:
- An “insured contract” does not include that part of any contract or agreement:
- That pertains to the ownership, maintenance or use of an “auto” and which indemnifies a person or organization for other than the vicarious liability of such person or organization for “bodily injury” or “property damage” caused in whole or in part by your operation or use of a covered “auto”.

- D. The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
- E. You are authorized to act for the additional insured in all matters pertaining to this insurance.
- F. The additional insured will retain any right of recovery as a claimant under this policy.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO DEALERS ULTRA PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **AUTO DEALERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

### **SUMMARY OF COVERAGE EXTENSIONS**

<b>Provision No.</b>	<b>Name Of Extension</b>	<b>Limit or Included</b>
<b>A.</b>	Miscellaneous Additional Insureds	Included
<b>B.</b>	Removal of \$500 Deductible For Damages From Property Damage To An Auto From Work You Performed	Included
<b>C.</b>	Dealers Driveaway Collision Coverage	Included
<b>D.</b>	Economic Loss Coverage (Applicable Only For A Franchised Auto Dealer)	\$2,500 Maximum
<b>E.</b>	False Pretense Coverage (\$50,000 Any One Person) – Franchised Auto Dealers Only	Included
<b>F.</b>	Knowledge of Accident, Claim, Suit, or Loss	Included
<b>G.</b>	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, or Leakage From Automatic Fire Protective Systems)	\$300,000
<b>H.</b>	Limited Fellow Employee Coverage	Included
<b>I.</b>	Locations And Operations Medical Payments Limit	\$5,000
<b>J.</b>	Newly Formed Or Acquired Auto Dealership – Extended Period of Coverage	Included
<b>K.</b>	Non-Owned Watercraft Liability Coverage (< 51 feet overall length)	Included
<b>L.</b>	Supplementary Payments – Increased Limits:	
	1. Bail Bonds	\$3,000
	2. Loss Of Earnings (Per Day)	\$1,000

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

**A. MISCELLANEOUS ADDITIONAL INSURED**

Paragraph **D. Who Is An Insured** under **Section II - General Liability Coverages** is changed to include as an "insured" any person or organization (referred to as additional "insured" below) described in Paragraphs **7.a.** through **7.e.** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional "insured" on your policy for "bodily injury", "property damage" or "personal and advertising injury" caused by your "auto dealer operations", subject to the following provisions:

1. The written contract or written agreement is:
  - a. Currently in effect or becoming effective during the term of this policy; and
  - b. Fully executed by you and the additional "insured" prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance provided to such additional "insured(s)" only applies to the extent permitted by law.
3. The coverage provided to such additional "insured(s)" will not be broader than that which you are required to provide to such additional "insured(s)" by the written contract or written agreement referenced in the lead-in paragraph above.
4. The most we will pay on behalf of the additional "insured(s)" is the amount of insurance:
  - a. Required by the written contract or agreement described in the lead-in paragraph above; or
  - b. Available under the applicable Limits of Insurance shown in the Auto Dealer Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Auto Dealer Declarations of this policy or coverage part.

Paragraph **F. Limits Of Insurance - General Liability Coverages** under **Section II - General Liability Coverages** is changed accordingly.

5. The insurance provided to the additional "insured(s)" does not apply to liability arising out of the sole negligence of such additional "insured(s)".
6. The insurance afforded by this Provision **A. Miscellaneous Additional Insureds** does not apply to any person or organization included as an additional "insured" by a separate endorsement issued by us and made a part of this Auto Dealer policy or Auto Dealer Coverage Part but only to the extent that such separate endorsement provides the same or equivalent coverage as provided under Paragraphs **7.a.** through **7.e.** below.
7. Only the following persons or organizations are additional "insureds" under this provision, with coverage for such additional "insureds" further limited as provided herein:

- a. **Owners, Managers Or Lessors of Leased Or Rented Land Or Premises**

An owner, manager or lessor of land or premises that are covered locations under this auto dealer policy or auto dealer coverage part but only with respect to liability arising out of the ownership, maintenance and use of that part of such land or premises leased or rented to you for "auto dealer operations".

This insurance does not apply to:

- (1) Any "accident" which occurs after you cease to be a tenant in the premises or you cease to lease or rent the land.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional "insured".

- b. **Mortgagee, Assignee, Or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of real property by you at a covered location for "auto dealer operations".

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional "insured".

**c. Lessor Of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

This insurance does not apply to:

- (1) Any "accident" which takes place after the equipment lease expires;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" arising out of "work you performed" in connection with such leased equipment.

A person's or organization's status as an additional "insured" ends when their contract or agreement with you for such leased equipment ends.

**d. Controlling Interest**

Any person(s) or organization(s) with a controlling interest in the Named Insured, but only with respect to their liability arising out of :

- (1) Their financial control of the Named Insured; or
- (2) Premises they own, maintain or control while the Named Insured leases or occupies these premises for "auto dealer operations".

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional "insured"

**e. Co-owner Of Insured Premises**

A co-owner of a premises co-owned by you and which is a covered location premises for your "auto dealer operations" under this auto dealer coverage part or policy but only with respect to the co-owner's liability as a co-owner of such premises.

**B. REMOVAL OF \$500 DEDUCTIBLE FOR DAMAGES FROM PROPERTY DAMAGE TO AN AUTO FROM WORK YOU PERFORMED**

**Paragraph F.7. Limits Of Insurance – General Liability Coverages of Section II – General Liability Coverages does not apply.**

**C. DEALERS DRIVEAWAY COLLISION COVERAGE**

If Collision Coverage is afforded in this policy for "Auto" Dealers "Autos", as per the types of "autos" and the interests in those "autos" shown in **Item Six** of the Auto Dealers Declarations, then Exclusion **3d.(3).** of Paragraph **F. Physical Damage Coverage** under **Section I - Covered Autos Coverages** relating to collision "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than fifty road miles apart does not apply.

Any insurance provided by this Provision **C. Dealers Driveaway Collision Coverage** does not apply if Dealers Driveaway Collision Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**D. ECONOMIC LOSS COVERAGE APPLICABLE ONLY WHEN THE INSURED IS A FRANCHISED AUTO DEALER**

Paragraph **F. Physical Damage Coverage** under **Section I - Covered Autos Coverages** is changed by adding the following:

1. We will also pay for "economic loss" to a covered "Auto" Dealers "auto" if such "auto" is described in **Item Six – Physical Damage Coverage - Types of Covered Autos And Interests In These Autos - Premiums - Reporting Or Nonreporting Basis** of the Auto Dealers Declarations, provided:
  - a. Such "loss" is caused by a covered collision "loss" to such covered "auto", including collision damages as a result of a covered theft of a covered "auto"; and
  - b. The cost to repair the covered "auto" exceeds 10% of the "actual dealer cost".
2. This insurance does not apply unless the covered "auto":
  - a. Is:
    - (1) A private passenger type "auto"; or
    - (2) A truck type of 20,000 Gross Vehicle Weight or less;
  - b. Has not been previously titled and registered;
  - c. Has an odometer reading of less than 6,000 miles; and

d. Has been repaired for the collision damage which resulted in "economic loss".

3. The most we will pay for "economic loss" to any covered "auto" is \$2,500, or 10% of the "actual dealer cost" of such "auto", whichever is less.

4. Exclusion 3.e., regarding "loss" to a covered "auto" due to "diminution in value does not apply to **D. Economic Loss Coverage Applicable Only When The Insured Is A Franchised Auto Dealer** of this endorsement but only to the extent that it conflicts with same.

#### 5. Additional Definitions

As used in this endorsement:

a. "Actual Dealer Cost" means the amount of the dealer invoice cost plus any dealer or subcontractor installed accessories and enhancements, exclusive of profit, factory hold back, advertising and overhead expense.

b. "Actual Retail Selling Price" means the final retail sale price of the vehicle, excluding charges for taxes, title, registration and tags.

c. "Economic loss" means the difference between the "actual dealer cost" and the "actual retail selling price" of a repaired covered "auto" dealers "auto" when the "actual retail selling price" of such "auto" is less than the "actual dealer cost".

d. Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

#### E. FALSE PRETENSE COVERAGE APPLICABLE ONLY WHEN THE INSURED IS A FRANCHISED AUTOMOBILE DEALER

For the purposes of coverage provided by this endorsement, the following changes are made:

1. Paragraph **F. Physical Damage Coverage of Section I - Covered Autos Coverages** is changed as follows:

a. Any "autos" described in **Item Six** of the Auto Dealers Declarations, including such described "autos" acquired by you, are covered "autos" under False Pretense Coverage. We will pay for "loss" to a covered "auto" under False Pretense Coverage caused by:

(1) Someone causing you to voluntarily part with the "auto" by trick or scheme or under false pretenses.

(2) Your acquiring an "auto" from a seller who did not have legal title.

c. Paragraph **3. Exclusions** is changed as follows:

(1) The False Pretense Exclusion does not apply.

(2) This insurance does not apply under Paragraph **1.b.(1)** of this Provision **E. False Pretense Coverage Applicable Only When The Insured Is A Franchised Automobile Dealer** unless:

(a) You had legal title to, or consignment papers for, the covered "auto" prior to "loss"; and

(b) You make every effort to recover the covered "auto" when it is located.

(3) False Pretense Coverage does not apply to a loss which for any reason a bank or any other drawee fails to pay.

d. Paragraph **4. Limits Of Insurance** is changed to add the following:

Under False Pretense Coverage, \$50,000 is the most we will pay for all "loss" caused by any one person within any one year of the policy period.

e. Paragraph **5. Deductible** is changed by adding the following:

From our obligation under False Pretense Coverage, we will deduct the actual value of any property delivered to you in full or partial payment for title to or possession of a covered "auto".

2. The following is added to Paragraph **A.2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** contained in **Section IV – Conditions**:

You, or someone on your behalf, must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a "loss" defined within the False Pretense Coverage. Failure to cause such warrant to be issued as required by this Condition shall not invalidate any claim made by you, if it is shown that reasonable efforts were made.

3. Any insurance provided by this Provision, **E. False Pretense Coverage Applicable Only When The Insured Is A Franchised Automobile Dealer**, does not apply if separate False Pretense Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

**F. KNOWLEDGE OF ACCIDENT, CLAIM, OFFENSE, SUIT, LOSS OR ACTS, ERRORS OR OMISSIONS**

Sub-paragraph **a.** contained in Paragraph **A.2. Duties In The Event Of Accident, Claim, Offense, Suit Loss Or Acts, Errors Or Omissions** under **Section IV – Conditions** is replaced by the following:

- a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", you must give us or our authorized representative prompt notice of the "accident", offense, "loss" or "act, error or omission" only when the "accident", offense, "loss" or "act, error or omission" is known to:
  1. You, if you are an individual;
  2. A partner, if you are a partnership;
  3. A manager, if you are a limited liability company; or
  4. An "executive officer", or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

Include:

- (1) How, when and where the "accident", offense, "loss" or "act, error or omission" occurred;

- (2) What the "act, error or omission" was;
- (3) The "insured's" name and address;
- (4) To the extent possible, the names and addresses of:
  - (a) Any injured persons and witnesses; or
  - (b) Anyone who may suffer damages as a result of an "act, error or omission".

As used in this Provision **F. Knowledge Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** of this endorsement, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**G. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Leakage From Automatic Fire Protective Systems)**

If damage by fire to premises rented to you is not otherwise excluded from this Auto Dealers policy or coverage part, then the following provisions apply:

1. Under Paragraph **A. Bodily Injury And Property Damage Liability** of **Section II - General Liability Coverages**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **o.** do not apply to damage by fire, lightning, explosion, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **F. Limits Of Insurance - General Liability Coverages**.

2. The paragraph immediately after Subparagraph **e.(4)** of Paragraph **2. Exclusions** of Paragraph **A. Bodily Injury And Property Damage Liability** under **Section II - General Liability Coverages** is replaced by the following:



Paragraphs (1), (2) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, and leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Paragraph F. **Limits Of Insurance - General Liability Coverages.**

3. Paragraph 5. of Paragraph F. **Limits Of Insurance - General Liability Coverages** is replaced by the following:

6. Subject to Paragraph 5. above, the greater of:

a. \$300,000; or

b. The Damage To Premises Rented To You Limit shown in the Auto Dealers Declarations,

is the most we will pay under Paragraph A. **Bodily Injury And Property Damage Liability** for damages because of "property damage" to premises, while rented to you, or in the case of damage by fire, lightning, explosion, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph e.(1) of Paragraph 5. **Other Insurance** under **Section IV – Conditions** is replaced by the following:

(1) That is Fire, lightning, explosion, leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Paragraph b. of Definition N. "insured contract" under **Section V – Definitions** is replaced by the following:

An "insured contract" does not include that part of any contract or agreement:

b. That indemnifies any person or organization for damage by fire, lightning, explosion, leakage from automatic fire protective system to premises rented to you or temporarily occupied by you with permission of the owner.

H. **LIMITED FELLOW EMPLOYEE COVERAGE**

Exclusion 4.e. **Fellow Employee** contained in Paragraph D. **Covered Autos Liability Coverage** under **Section I - Covered Autos Coverages** does not apply to any "employee" who is an "executive officer", manager or director of yours, subject to the following additional provisions:

1. Such coverage is excess over any other collectible insurance.

2. As used in this provision:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

3. Any insurance afforded by this Provision H. **Limited Fellow Employee Coverage** does not apply if separate Fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

I. **LOCATIONS AND OPERATIONS MEDICAL PAYMENTS LIMIT**

If Paragraph C. **Locations And Operations Medical Payments** under **Section II - General Liability Coverages** is not otherwise excluded from this Auto Dealers Policy or Auto Dealers Coverage Part, the Locations And Operations Medical Payments Limit is changed, subject to Paragraph F. **Limits Of Insurance - General Liability Coverages**, to \$5,000, unless a higher limit is shown for the Locations And Operations Medical Payments Limit in the Auto Dealers Declarations.

J. **NEWLY FORMED OR ACQUIRED AUTO DEALERSHIP – EXTENDED PERIOD OF COVERAGE**

Paragraph D.6. of **Who Is An Insured** under **Section II - General Liability Coverages** is replaced by the following:

6. Any "auto" dealership that is acquired or formed by you, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:

- a. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to:
  - (1) "Bodily injury" or "property damage" that occurred; or
  - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the "auto" dealership.

#### K. NON-OWNED WATERCRAFT

Subparagraph (2) of Exclusion 2.g. **Aircraft, Auto Or Watercraft** under **Section II - General Liability Coverages** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge; or

#### L. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. Paragraph 3.a. **Supplementary Payments** of Paragraph D. **Covered Autos Liability Coverage** under **Section I - Covered Autos Coverages** is changed as follows:

- a. The limit shown in Paragraph (2) for the cost of bail bonds is changed from \$2,000 to \$3,000.
- b. The limit shown in Paragraph (4) for actual loss of earnings because of time off from work is changed from up to \$250 to up to \$1,000 a day.

2. Paragraph E. **Supplementary Payments** of **Section II - General Liability Coverages** is amended to change the limit shown in Paragraph 3. for actual loss of earnings because of time off from work is changed from up to \$250 to up to \$1,000 a day.